

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

KCI Technologies, Inc.



**CONTINUING CONTRACT FOR SURVEYING & MAPPING
SERVICES FOR VARIOUS CITY PROJECTS E-21-20**

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**

This Contract is made on _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as “CITY,” and KCI TECHNOLOGIES, INC a Maryland 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. E-21-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant’s representative shall be Nathan J. Biel

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. E-21-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

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

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

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

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

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

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 5 – TERMINATION

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

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

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

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

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

ARTICLE 7 – SUBCONTRACTING

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

ARTICLE 8 – FEDERAL AND STATE TAX

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

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

ARTICLE 9 – AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

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

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

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

ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

ARTICLE 14 – CONFLICT OF INTEREST

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

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

ARTICLE 15 – EXCUSABLE DELAYS

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

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

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – NONDISCRIMINATION

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

ARTICLE 26 – NOTICE

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

FOR CITY:

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

FOR CONSULTANT:

KCI Technologies, Inc.
1425 West Cypress Creek Road
Suite 101
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:

Valerie Marsh
Signature

Valerie Marsh
Name Typed, Printed or Stamped

By: Nathan J. Beil
Nathan J. Beil, President

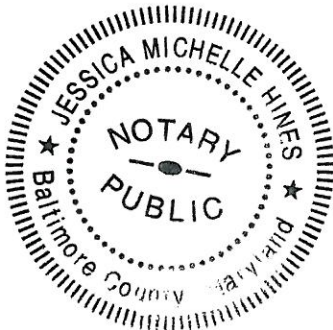
Abbey Knyziak
Signature

Abbey Knyziak
Name Type, Printed or Stamped

STATE OF MARYLAND
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of April, 2021, by Nathan J. Beil, as President of KCI TECHNOLOGIES, INC. a Maryland corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Jessica Michelle Hines
NOTARY PUBLIC, STATE OF MARYLAND

Jessica Michelle Hines
(Name of Acknowledger Typed, Printed or Stamped)

N/A
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-21-20**

**CONTINUING CONTRACT FOR PROFESSIONAL
SURVEYING AND MAPPING SERVICES**

**RLI OPENING: August 3, 2020 2:00 P.M.
VIRTUAL ZOOM MEETING**

July 2, 2020

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-21-20

CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING 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 professional surveying and mapping 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 3, 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 engineering firms to work on various projects for 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

Scope of Services

The City intends to issue multiple contracts to 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:

- Provide General Surveying Services
- Prepare GIS Related Surveying Services
- Collect Various GIS Data from relative Surveys and Field Visits
- Provide Signed Sealed Surveys and Reports Relative to Scope of Work

Firms must have previous municipal experience and must be licensed to practice **Professional Surveying** in the State of Florida, Florida State **Statute 472**, by the Board of Professional Regulation.

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 the 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.

A. 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.

B. 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™.

C. Local Business Program

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

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

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

within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

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

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

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

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

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

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

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

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

D. 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 250 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)

E. Insurance

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

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

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

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

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

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

2. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations**

bodily injury and property damage

— **explosion & collapse**

hazard

— underground hazard

XX products/completed

bodily injury and property damage combined

operations hazard

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

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

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

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

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

CYBER LIABILITY Per Occurrence Aggregate

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

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

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

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

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

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

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

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

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

F. 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: <ul style="list-style-type: none"> 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) 	0-15
2	Qualifications of personnel including sub consultants: <ul style="list-style-type: none"> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: 	0-15

- (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.

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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Standard Provisions

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

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

V. 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.

W. 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.

X. 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 ENTIRTY 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



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

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

Local Business Subcontractor Utilization Report Instructions

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

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

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

CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

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

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number _____

TO: _____
(Name of Prime or 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(es) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



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

July 2, 2020

ADDENDUM #1, RLI E-21-20

**Continuing Contracts for Professional Surveying and Mapping
Services**

To Whom It May Concern,

The revised solicitation document, with corrected deadline, has been added to the attachments tab of the City's eBid system.

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid system is **2:00 p.m. (local), August 3, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website



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

August 3, 2020

ADDENDUM #2, RLI E-21-20

**Continuing Contracts for Professional Surveying and Mapping
Services**

To Whom It May Concern,

The revised solicitation document, with the inclusion of services to the Community Redevelopment Agency (CRA), has been added to the attachments tab of the City's eBid system.

Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid system is **2:00 p.m. (local), August 3, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number: E-21-20 Addendum 2
Title: Continuing Contracts for Professional Surveying and Mapping Services
Type: Request for Letters of Interest
Issue Date: 7/2/2020
Question Deadline: 7/27/2020 05:00 PM (ET)
Response Deadline: 8/3/2020 02:00 PM (ET)
Notes: Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit qualifications and experience for consideration to provide professional surveying and mapping services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 3, 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.

Published Questions

Question	In the RFP there is a Contractor Performance Report form (3 pages) that we aren't sure how to fill out. There are no instructions that we've seen. Is this to be sent out to past clients for references prior to the proposal being submitted? Also, the following form - Local Business Subcontractor Utilization - refers to project amounts, amount paid, invoice number, and total paid to date - is this form meant to be returned with the proposal?
Answer	Do not include the Contractor Performance Report or the Local Business Utilization Report in your proposal. Their inclusion in the solicitation is the City's notice to the would-be selected firms that their compliance will be tracked.
Asked	7/21/2020 08:26 AM (ET)

Question	Is there any indication of a need for a geotechnical consultant for this contract?
Answer	This RLI is requesting information on Professional Surveying and Mapping Services . Please note the City is advertising individual RLI's for Professional Civil Engineering, CEI, Landscape Architectural Services, and Professional Environmental testing. Firms may submit specialty subconsultants on the project team form. During the preparation of a Task Order, the City may choose to use a professional firm with an active City contract to perform subconsultant work, proposed by the prime firm.
Asked	7/13/2020 03:16 PM (ET)

Question	Page 3 of the RFQ states that "Firms must have previous municipal experience and must be licensed to practice Civil Engineering services in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation", however this solicitation is for Surveying and Mapping services. Please clarify.
Answer	In Addendum - 2, The following paragraph has replaced said section: Firms must have previous municipal experience and must be licensed to practice Professional Surveying in the State of Florida, Florida State Statute 472, by the Board of Professional Regulation.
Asked	7/2/2020 07:34 PM (ET)

Question	Can you provide clarification on the due date? The cover letter says RLI opening 8/2. The body of the RFQ says 7/30 and the ebid system says it's due 8/2. Thank you!
Answer	The deadline was corrected in Addendum - 1
Asked	7/2/2020 05:04 PM (ET)

CITY OF POMPANO BEACH CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

RLI #E-21-20 · AUGUST 3, 2020

KCI TECHNOLOGIES, INC.
6500 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33309
BENJAMIN HOYLE, PSM • (954) 776-1616



TABLE OF CONTENTS

LETTER OF TRANSMITTAL	1
TECHNICAL APPROACH	2
SCHEDULE	7
REFERENCES	8
PROJECT TEAM FORM	10
ORGANIZATIONAL CHART	11
STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM	12
RESUMES OF KEY PERSONNEL	21
OFFICE LOCATIONS	31
LOCAL BUSINESSES	32
LITIGATION	36
CITY FORMS	37
REVIEWED AND AUDITED FINANCIAL STATEMENTS	41
INSURANCE	42

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

August 3, 2020

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



RE: Continuing Contract for Professional Surveying and Mapping Services, RLI #E-20-20

To Whom It May Concern:

Founded in 1955, **KCI Technologies, Inc. (KCI)** (formerly *Keith & Schnars*) is a 100-percent employee-owned engineering, consulting and construction firm serving clients throughout the United States. Our over 1,700 employee-owners operate out of 54 offices in 20 states—Florida, Colorado, Delaware, Georgia, Indiana, Maryland, New Hampshire, New Jersey, Nevada, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, and Wisconsin—as well as the District of Columbia. The firm is headquartered in Sparks, Maryland. Work will be executed from our Fort Lauderdale office, with any specialty resource support that may be called upon from our network of offices.

Our Experience

KCI currently has eight offices providing professional services throughout the State of Florida, and we have served more than 48 municipalities over the past 50 years. Our team has provided surveying and mapping services to assist our clients with a multitude of municipality projects since our inception.

The depth and breadth of our technical knowledge and functional expertise is truly uncommon. Our practical understanding of regulatory requirements and diverse project experience has been developed over decades as a market leader in the industry. We take great pride in the fact that our work has influenced, shaped, and redefined the landscape of Florida. We will be fully dedicated and committed to the details of this contract.

Our Commitment to Pompano Beach

While any consultant can say that it is qualified to deliver the requested services under a given contract, the KCI team is not only skilled, but has completed and delivered the same services to other municipality and government agencies in South and Central Florida, on-time and within budget.

We have assembled a team of highly skilled and experienced professionals prepared to execute any projects that the City has programmed or envisioned. This opportunity is very important to us. The work under this contract will be managed by our Fort Lauderdale office, where our surveying team will include project manager, Benjamin Hoyle, PSM, who has over 20 years of professional surveying experience in Florida. Mr. Hoyle and his team have the entire firm's support and full access to all corporate resources to properly address and complete every assignment and task requested by the City. KCI is committed to providing superior quality surveying and mapping services throughout the duration of this contract.

Please feel free to contact me directly at (954) 776-1616 or at jim.gellenthin@kci.com if you have any questions.

Sincerely,

KCI TECHNOLOGIES, INC.

James M. Gellenthin, PSM
Vice President / South Atlantic Surveys Regional Practice Leader
6500 N. Andrews Avenue
Fort Lauderdale, Florida 33309

TECHNICAL APPROACH

TECHNICAL APPROACH

The KCI team will be available to undertake the necessary tasks for the selected categories noted in the City's Request for Letters of Interest. Each member of our team is committed to completing the work and tasks necessary to meet the scope requirements of the program.

- General Surveying Services
- GIS-Related Surveying Services
- GIS Data Collection from Surveys and Field Visits
- Provide Signed, Sealed Surveys and Reports

KCI understands the overall intent of this solicitation, and has prepared a specific project approach and methodology to execute all tasks assigned by the City. *With twelve KCI field crews located throughout the state, KCI will be able to manage any project location in the City with efficiency and expediency. Our key personnel will be ready to respond to the City's needs from the initial request for a proposal throughout the entire duration of each and every project.* Our basic method for completing task assignments under this contract includes the following approach.

The KCI team may be called upon to provide support information to aid in the development of projects regarding cost-effectiveness, scheduling, providing additional in-house services or subconsultant services to assist in completion of an assigned project, assist in studies and reports on potential projects, attend meetings, perform presentations in City meetings, provide status reports, provide expert witness testimony, and perform field and office survey services to prepare drawings.

Project Set-Up and Research. Upon receipt of work order requests from the City, the KCI team will prepare work order estimates including confirmation of scope, proposed schedule and man-hour estimates. Work order estimates will be prepared on a timely basis in accordance with the City's request and submitted for review and/or comment. Upon receipt of a written notice to proceed or a letter of authorization from the City, KCI will attend a kick-off meeting between City staff and the KCI team, if required. Our professionals will confirm the project schedule for all activities. This schedule is based on the project scope, site conditions, deliverables, and immediate staffing availability. Our field and office staff will meet with the project manager to completely discuss the scope of project to ensure that our survey efforts are on track, as well as to assign duties and review project specifications.

The project manager conducts the necessary research appropriate to the project task assignment. This research effort may include collecting and/or reviewing the following information:

- Company records for any previous connections to the project
- County, district and other governmental agency files
- Recorded or unrecorded information
- Additional information that may be obtained from other professional surveyors

Preliminary Site Visit. The KCI team will perform site visits to obtain a visual determination of issues and site constraints. The site visit may reveal certain problem areas that may not have been accounted for without an actual field visit. Photos will be taken and notes will be made on mark-ups of aerial images.

Field Surveying Efforts. Our project manager is responsible for scheduling, monitoring and reviewing all field activities under the direction of the survey team. Specifically, the project manager will:

- Initiate all field efforts



- Schedule field activities
- Review safety issues/concerns with field crew personnel
- Conduct daily reviews of project data
- Ensure accuracy and completeness
- Supervise crew download field data collectors

Field surveys are carried out using the latest data collection equipment and procedures. This effort includes the utilization of total stations and electronic data collectors utilizing data collection programs. KCI's crews are fully proficient in utilizing field codes. All the data collectors used in the collection of field data possess the ability to send data via the internet. This allows the survey information, along with pictures and other data, to be sent and received from the field without trips to the local office. This helps in the troubleshooting and correction of unforeseen circumstances that arise in the process of performing our survey work. This information, along with all office produced sketches and files, can be shared on the KCI FTP website. The information can be viewed and discussed with the client in a quick and seamless manner. We believe these resources increase productivity and accuracy, and allow our high quality product to be delivered on time.

The data obtained in the field by the use of GPS, total station equipment, TDS data collection system, or mobile and terrestrial LiDAR will then be processed and checked by the project manager before it is turned over to the office survey department for final preparation of the survey. The surveying software will utilize City field codes and block definitions. A quality control review is first performed by the field crew chief, and the project surveyor will follow up with a final review. These quality control reviews are performed before the field survey information is transmitted to our office staff to correct errors and monitor field procedures.

Office Survey Procedures. The field survey data is moved into the office for processing, creating drawings, and calculations. A professional surveyor and mapper, as well as project surveyor, will supervise the office effort for conversion of the field information into a completed survey document. The project manager will coordinate all calculations, CADD assignments, drafting duties, coordinates field to office efforts, and reviews projects for final submittal to the City project manager. Depending on the size of the project, both the field and office work effort will be performed simultaneously.

The project manager reviews and discusses all completed projects with our team members to ensure that they meet the City's goals and requirements. The office survey effort also undergoes a quality control review process. Our team will ensure quality control reviews are conducted. Once the quality control officer is satisfied with the product, the project manager will review the survey documents to ensure that they meet Standards of Practice and conform to Rule 5J-17 of the Florida Administrative Code. The project manager is the final step in our quality control process to ensure exceptional results for the City. No survey and mapping project is complete without the delivery of the final product to the City for its review, use and acceptance of the project and final deliverables.

All of these services will be performed in compliance with the City's specifications. Survey work will conform to the Florida State Plane Coordinate System using the North American Datum of 1983 (1990 or 2011 adjustment) for horizontal control and the North American Vertical Datum of 1988 (NAVD) for vertical control or to the City's specified datum.

QUALITY ASSURANCE AND QUALITY CONTROL

KCI takes great pride in the fact that we have provided professional survey and mapping services for nearly half a century. Important to this long term success is effective project management and QA/QC, which includes four key principles:

1. Proper Approach
2. Supervision
3. Quality Reviews
4. Active Senior Management Oversight

A specific QA/QC plan will be developed for each project assigned under this contract. This plan will be reviewed fully with all team members. KCI is committed to maintaining the highest quality standard for all assignments under this contract. All work will be reviewed by the KCI QA/QC officer for completeness and compliancy with scope and standards prior to any submittals. The KCI QA/QC program is performed using our best professional judgment and industry practices. We will uphold these practices by conducting constant communication with the City. We will maintain project logs, correspondence, and survey/mapping file databases. Our quick turnaround capability and dedication to completing the task is a result of our ability to adapt our team schedule to work nights, weekends, and holidays. This unique trait sets us apart from our competitors.

SCHEDULE

KCI is dedicated to the timely and cost-effective delivery of our services. We understand the City's development goals and its desire for high-quality projects on time, and within budget. The City needs a professional consultant who will respond directly to and represent the best interests of the City. Regardless of the project scope, size, or complexity, there are common practices that move projects forward by coordinating and expediting elements while ensuring high quality. KCI has invested significant time and energy in training project managers to value, learn, and apply these practices. That is the basis our Project Delivery System, which is what our project managers use to deliver successful, well-coordinated, and fast-paced projects.

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

COST CONTROL

We understand that the efficient management of project costs is a priority to the City. We will use the process outlined below to ensure cost-effective project delivery under this contract.

Preparing Clear and Thorough Budgets. To start with, our budgets are established by experienced project managers and discipline leads who have extensive experience delivering multi-disciplined projects. Budgeted hours are clearly linked to scope tasks and a deliverable outcome. Drawing on our experience with other projects, we establish realistic budgets that are not over-inflated to hide internal contingencies or under-inflated due to inexperience in an area. Our project managers routinely work with municipalities' project managers to review the scope and budget for completeness and clarity of the tasks to be performed. At the end of our scoping/budgeting process, all parties have a clear understanding of the full scope of work and buy off on the level of effort required.

Utilizing Our Deep Staffing Bench. KCI has competent staff at a variety of levels in all disciplines and a culture of task delegation. Senior staff sets direction for junior staff to perform. We can leverage our senior staff to use their time on tasks and have our junior staff perform the more transactional activities more efficiently.

Decision-Making Process. When an issue arises that moves beyond a simple technical solution, KCI has the expertise to create a fair and transparent decision-making process to quickly and efficiently reach a decision that leaves stakeholders, community members, and agencies satisfied with the outcome.

Communicating and Adding Oversight on Key Tasks. To be efficient, it is imperative to keep all disciplines and subconsultants from going down a wrong path. KCI project managers provide clear direction to the team on a regular basis through scheduled project meetings, over-the-shoulder reviews of work progress, timely distribution of client meeting minutes, and other check-ins with team members to eliminate confusion and costly misdirection.

Budget Tracking. Other ways that KCI project managers provide cost-effective delivery is to conduct regular monitoring of project financials using robust project accounting tools (Oracle). All project time and expense charging is recorded and uploaded by the end of each week. This provides project managers with up-to-date project information on a weekly basis regarding who is charging to projects and the ratio of percentage complete to budget spent. Project managers are also required to prepare monthly “estimates to completion” for projects so that project/budget issues can be identified early.

ADDITIONAL INFORMATION

Safety. Safety issues are a primary concern when personnel and equipment must operate within a public right-of-way. Our safety program recognizes this concern, both for our personnel and the motoring public. We know that the City is also focused on safety. We have secured all the necessary training and experience to allow us to work for the City, in advance of this submittal. We affirm the FDOT statement that “accidents are preventable.” Our field personnel focus their efforts on the identification, isolation, and control of the causes of accidents. Our safety credentials are as follows:

- Maintenance of Traffic (FDOT certification): All of our crew personnel and the project manager have secured the required Maintenance of Traffic training, and we fully support this program.
- First Aid (American Red Cross certification): Our crew personnel are trained in first aid and CPR.

Mobile and Terrestrial LiDAR Technology. KCI currently has five terrestrial LiDAR systems. These use the same type of laser LiDAR collection as the mobile unit, but the system is typically mounted on a tripod. It allows us to go into highly-dense areas and map precisely. A typical use of this technology would be mapping significant intersections for engineering purposes. We can map in a few hours while traditional surveyors may take several days.

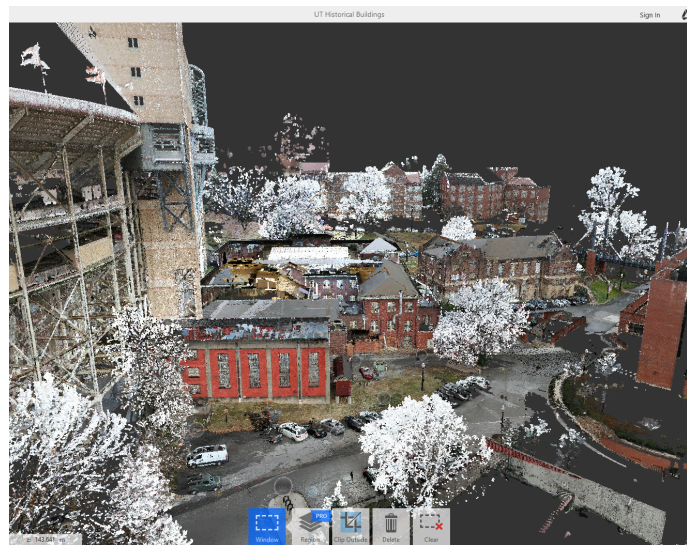
Most of the information to be collected will be from the use of our state-of-the-art RIEGL VMX-2HA mobile LiDAR 3D laser scanner. The scanner is comprised of two RIEGL VUX-1HA High Accuracy LiDAR sensors and a high-performance INS/GNSS unit. A camera system to complement LiDAR data with precisely georeferenced images employs up to nine cameras, which can be independently positioned to focus on the most important areas to capture. Additionally, a FLIR Ladybug 5+ panorama camera captures spherical photography at the same time, so that any area of the project can be viewed remotely from the office. The benefits of mobile LiDAR are tremendous, including the following:

- Quick turnaround, capturing ten miles or more data per day
- Improved safety by decreasing the time crews spend within the project roadway
- Comprehensive coverage nearly eliminates costly return trips
- Great archival tool for later modifications
- Accurate locational data to 1/10 of a foot or better with use of survey grade control
- Data is generated in 3D, so there is no need for conversions from 2D
- Collection of data up to highway speeds
- Collects 1,000 times more data in less than 10% of the time taken for traditional collection methods
- Collects both GIS and survey data
- Can be used to QC other sources (airborne LiDAR, GIS, orthoimagery)
- Can be used in emergency response for both emergency and tactical planning
- Obtains data under canopies or overhead obstructions, low cloud ceiling that can interfere with aerial data capture



A mission plan for the use of the mobile LiDAR will be determined to be in the optimal collection window, considering factors such as SV geometry, PDOP, and daily traffic volumes. Field crews will begin with the verifying and establishing control. GPS and traditional traverse with our total stations will be utilized locating existing control and right-of-way monumentation throughout the corridor. A closed loop level run will be performed to establish elevations on the control points. With continuous oversight from the project manager, the field will then proceed with collecting the topographic information to supplement the LiDAR data. Finished floor elevations and other information not obtainable using mobile will be collected. Cross-sections will be obtained at approximately 500-foot intervals to be used as a check of the surface created by LiDAR point cloud. Above ground surface features, such as edge of pavement, tree/vegetation lines, pole structures, fences, driveways, and above ground surface features of utilities shall be obtained. Elevations and as-builts of gravity sewer structures (drainage and sanitary) shall be relative to the North American Vertical Datum of 1988 (NAVD '88). This information will be distributed to the office daily for review and processing throughout the project. The typical post processing workflow follows:

- Process all mobile LiDAR trajectories
- Process trajectories to CORS (if available) and local GNSS base stations for blunder detection and QA/QC
- Final trajectories will be processed to the local GNSS base stations
- Control trajectory to targets as laid out in the provided DC Targeting Plan.kml
- Complete the processing of all LiDAR and imagery data to the final trajectory solution to create 3D datasets
- Export the LiDAR to .LAS (1.2) file format
- Export the imagery to web-based index



SCHEDULE

SCHEDULE

Understanding that the City’s Continuing Contract for Professional Surveying and Mapping Services is a task order-based contract, the table below depicts a typical timeline for a normal survey 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.

TASK	TIME (IN WEEKS)				
	1	2	3	4	5
Project Set-Up and Research	█				
Preliminary Site Visit	█				
Field Surveying Efforts		█	█	█	
Office Survey Procedures/Data Processing				█	█
Project Completion					█

REFERENCES

REFERENCES

CITY OF MIAMI BEACH

Elizabeth Estevez

(305) 673-7272

elizabethestevez@miamibeachfl.gov

Miscellaneous Survey and Mapping: KCI has performed a number of task orders for the following locations/projects:

- Maurice Gibb Memorial Park Boundary and Topographic Survey
- Bonita Drive Topographic Survey
- 5th Street Monumentation Topographic Survey
- Madeline Village Crespi Boulevard Boundary and Topographic Survey
- Belle Isle Park Topographic Survey
- MacArthur Pedestrian Bridge Topographic Survey
- Allison Park Boundary & Topographic Survey

Project Cost: \$85,690 to date

WASTE MANAGEMENT INC. OF FLORIDA

Luke DeBock

(954) 984-2000

ldebock@wm.com

Pompano Beach CNG Site: KCI performed a boundary and topographic survey of the subject property located at 3831 Powerline Road, Pompano Beach. Updates have been performed at this site as the client has worked on the site since 2011. Services included the location of permanent above ground improvements such as asphalt, concrete, walks, fences, signs, and surface features of utilities within five feet of subject property. Elevations were obtained on an approximate 50-foot grid, with intermediate high and lows also obtained. Elevations and as-builts of gravity utility lines (storm water and sanitary sewer) were relative to the North American Vertical Datum of 1988 (NAVD '88). KCI also prepared an elevation certificate for a newly-installed building pad. The certificate conformed to the Flood Emergency Management Agency's latest form for year 2020. KCI gathered all pertinent field information to complete the form.

Project Cost: \$51,200

CITY OF MIAMI

Andrew Schimmel

(305) 416-1457

ASchimmel@miamigov.com

Miscellaneous Survey and Mapping Services Contract: KCI has performed a number of task orders for the following locations/projects:

- ADA Homeless Remodel
- Fire Training Facility
- Douglas Park
- Stearns & Martell Parks Boundary and Topographic Surveys
- Little Haiti Soccer Park Boundary and Topographic Survey
- Fire Station #3 Boundary Survey
- Fire Station #4 Boundary Survey
- Fire Station #10 Boundary Survey
- Fire Station #12 Boundary Survey
- Marlins Park Monitoring Wells

- Athalie Range Park Boundary and Topographic Survey
- Lemon City Park Boundary and Topographic Survey
- Communications Generator at Fire Headquarters
- Police Headquarters Boundary Survey
- Bay of Pigs Park Topographic Survey
- 104 NW 1st Avenue Sketch and Description
- Special Ops Command Center Boundary and Topographic Survey
- FDOT Parcels 3831 & 4236 Sketch and Descriptions
- Miamarina Parkway Drive Mitigation Area 3 Sketch and Description
- Miami Riverside Center Boundary Survey
- OMNI CRA Amendment Legal Description Preparation
- James L. Knight Center Seawall Survey

Project Cost: \$173,917 to date (*contract is ongoing*)

PREVIOUS WORK FOR THE CITY OF POMPANO BEACH

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

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

PROJECT TEAM FORM

PROJECT TEAM FORM

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

PROJECT TEAM

RLI NUMBER E-21-20

Federal I.D.# 52-1604386

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>James Gellenthin, PSM</u>	<u>33</u>	<u>Certificate / Survey Technolog</u>
Project Manager	<u>Benjamin Hoyle, PSM</u>	<u>20</u>	<u>BS / Engineering Technology</u>
Asst. Project Manager	<u>Rich Jackson, PSM</u>	<u>35</u>	<u>BS/Civil Engineering, BA</u>
Other Key Member	<u>Chris Minick</u>	<u>19</u>	<u>Business Management Studie</u>
Other Key Member	<u>Steven Burnett, PSM</u>	<u>30</u>	<u>High School Diploma</u>

SUB-CONSULTANT

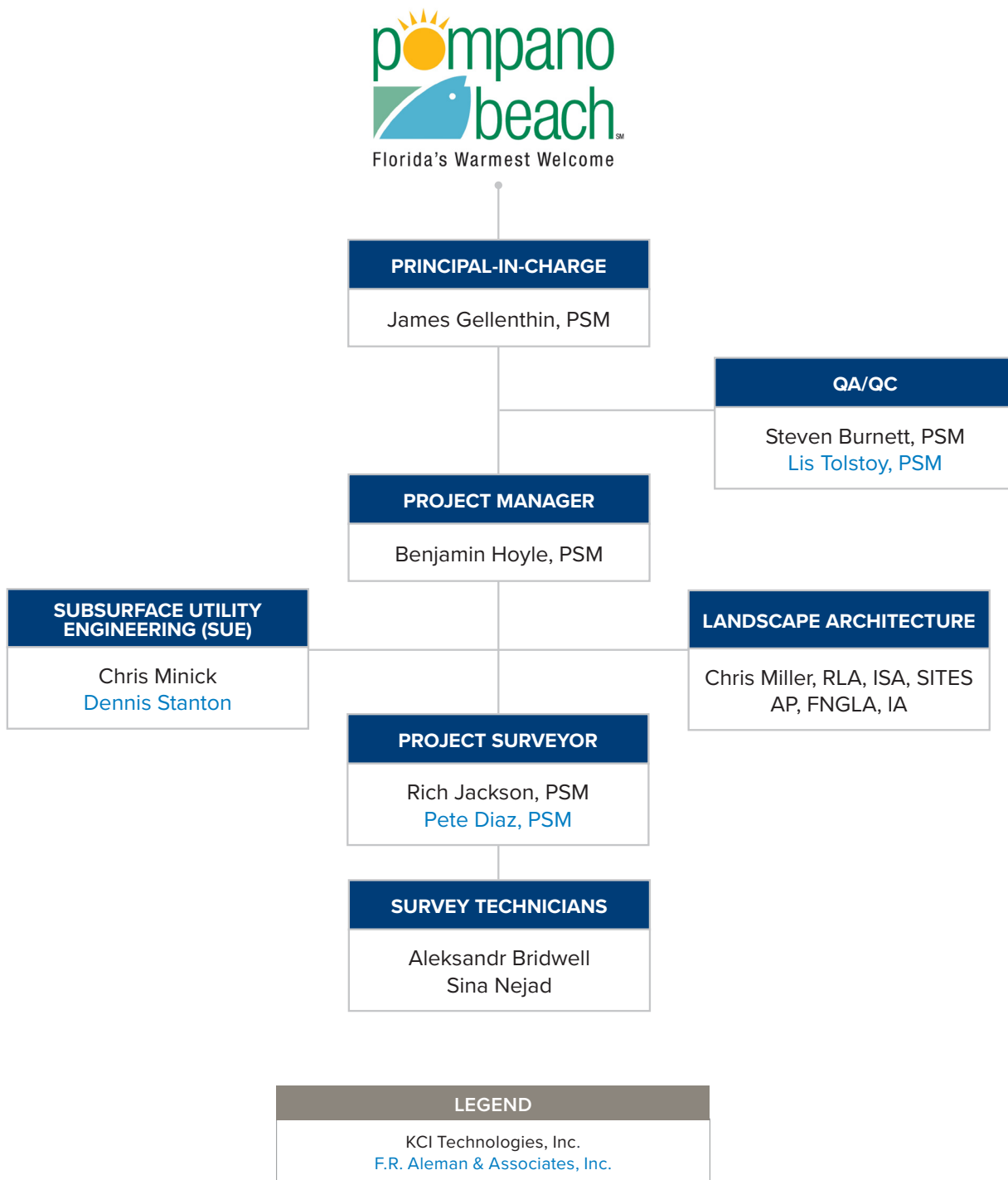
Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>KCI Technologies, Inc.</u> <u>6500 N. Andrews Ave., Fort Lauderdale, FL 33309</u>	<u>Benjamin Hoyle, PSM</u>
Landscaping	<u>KCI Technologies, Inc.</u> <u>6500 N. Andrews Ave., Fort Lauderdale, FL 33309</u>	<u>Chris Miller, RLA, ISA, SITES AP, FNGLA, IA</u>
Engineering	<u>KCI Technologies, Inc.</u> <u>6500 N. Andrews Ave., Fort Lauderdale, FL 33309</u>	<u>Robert Zuccaro, PE</u>
Other Key Member	<u>F.R. Aleman & Associates, Inc.</u> <u>10305 NW 41st St, Suite 200, Miami, FL 33178</u>	<u>Lis Tolstoy, PSM</u> <u>Pete Diaz, PSM</u>
Other Key Member	<u></u>	<u>Dennis Stanton</u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>

(use attachments if necessary)

ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

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



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

The KCI survey and mapping team is one of the most experienced and comprehensive teams in Florida. Our firm's roots include being one of one of Florida's earliest surveyors, and has grown into one of the leading survey firms in the state. KCI, founded in 1955, is a 100% employee-owned company. We are a multi-disciplinary firm that includes not just surveyors, but also planners, stormwater engineers, transportation planners/engineers, telecommunication professionals, landscape architects, and civil engineers. We have offices throughout Florida and are further supported by over 1,700 KCI professionals nationwide. KCI has performed various surveying and mapping services to over 48 municipality clients and government agencies throughout Florida.

We use state-of-the-art technology when providing survey information and mapping services to our clients. Our field and office personnel are trained in advanced survey techniques including those required for boundary delineations, legal description review and preparation, and roadway surveys to include surveys to establish the roadway alignments and intersecting streets within the project limits and obtain topography, cross-sections, underground utilities, right-of-way, land ties and required drainage information for existing and proposed drainage systems and in accordance with the master drainage plan/storm run-off treatment areas. Our 12 full-time crews have received Maintenance of Traffic (MOT) training to ensure proficient and safe work practices, on and around Florida's busy roadways.

KCI's Subsurface Utility Engineering (SUE) division delivers quality, accurate mapping of existing underground utilities to avoid costly utility conflict or construction delays caused by unknown or misrepresented utilities. KCI will perform utility designation services within the project limits by utilizing techniques to include electromagnetic and ground -penetrating radar (GPR) technologies.

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. This certification and commitment to well-run projects will ensure that KCI will deliver quality projects on time and within budget for the City.

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

Only the successful completion of a section of parcels will result in additional opportunities under this contract. Therefore, it is advantageous to KCI to set aggressive – but realistic schedules. At times, it might be necessary to expedite certain projects. KCI is prepared for that contingency. Multiple survey crews and multiple licensed professionals ensure that work can begin on the tasks assigned to our team within one working day of receiving the survey request/notice to proceed and continue the work until the task is complete. Flexible scheduling allows our team to be available to the City on nights, weekends, and paid holidays. [Our existing and proven team is AVAILABLE immediately to meet any future survey and mapping needs the City may have.](#) Given our current and projected workloads, KCI can and will provide the personnel and resources required to support the City of Pompano Beach.

PROJECT-SPECIFIC EXPERIENCE

MITCHELL MOORE PARK

CITY OF POMPANO BEACH

Project Description	KCI provided a boundary and topographic survey of the property located at 901 NW 10th Street in Pompano Beach, updating a previous boundary and topographic survey prepared by Keith & Schnars with a latest revision date of 03/21/10, Drawing No. 12469C. Services included the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, and surface features of utilities. Native trees larger than 4-inch Diameter at Breast Height (DBH) were also located. Elevations were obtained throughout the site on an approximate 50-foot grid, with intermediate highs and lows also obtained. Elevations extended approximately ten feet beyond the limits of the property and to the centerline of adjacent roadways. As-builts of gravity utility lines (storm, sanitary sewer) were also be obtained and were relative to the North American Vertical Datum of 1988 (NAVD '88).
Year Complete	2019
Staff Team	Benjamin Hoyle, PSM
Client Contact	Abbas Zackria / (954) 522-4123

MISCELLANEOUS SURVEY CONTRACT

TOWN OF MIAMI LAKES

Project Description	<p>KCI has performed a number of task orders for the following locations/projects:</p> <ul style="list-style-type: none"> • Topographic Survey - Beautification Plan- NW 67th Avenue Project • Lochness Tentative Plat Review • Dunwoody Tentative Plat Review • Topographic Survey - Safe Route to School Miami Lakeway Trail Project • Maddens Hammock Deed Review • Boundary Survey – FDOT Parcel 5072 Project • Lochness Final Plat Review • Dunwoody Final Plat Review • Miami Lakeway South Topographic Survey • Opa Locka Airport Topographic Survey and Sketch and Descriptions
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Darby Delsalle, AICP, LEED AP / (305) 512-7128

MISCELLANEOUS SURVEY AND MAPPING SERVICES

CITY OF MIAMI

Project Description	<p>KCI has performed a number of Task Orders for the following locations/projects:</p> <ul style="list-style-type: none"> • ADA Homeless Remodel • Fire Training Facility • Douglas Park • Stearns & Martell Parks Boundary and Topographic Surveys • Little Haiti Soccer Park Boundary and Topographic Survey • Fire Station #3 Boundary Survey • Fire Station #4 Boundary Survey • Fire Station #10 Boundary Survey • Fire Station #12 Boundary Survey • Marlins Park Monitoring Wells • Athalie Range Park Boundary and Topographic Survey • Lemon City Park Boundary and Topographic Survey • Communications Generator at Fire Headquarters • Police Headquarters Boundary Survey • Bay of Pigs Park Topographic Survey • 104 NW 1st Avenue Sketch and Description • Special Ops Command Center Boundary and Topographic Survey • FDOT Parcels 3831 & 4236 Sketch and Descriptions • Miamarina Parkway Drive Mitigation Area 3 Sketch and Description • Miami Riverside Center Boundary Survey • OMNI CRA Amendment Legal Description Preparation • James L. Knight Center Seawall Survey
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Andrew Schimmel / (305) 416-1457

MISCELLANEOUS SURVEY AND MAPPING SERVICES MIAMI-DADE COUNTY

Project Description	<p>KCI has performed a number of task orders for the following locations/projects:</p> <ul style="list-style-type: none"> • Stormwater Infrastructure Surveying Services to include the location, measurements, and status inspection of the following types of structures: Catch Basins, Manholes, Grease Interceptors/Structures, Outfalls, and Culverts on S.W. 130th Avenue (from S.W. 27th Street to S.W. 42nd Street). • Boundary Survey for Parcels 1 & 2 • Boundary and Hydrographic Survey for Card Sound Road • Staff Gauge Installation • Topographic and Bathymetric Survey of Card Sound Road and Card Sound Canal • Topographic and Bathymetric Survey of Florida City Canal • Topographic and Hydrographic Survey of the Beaches • Topographic Survey Wagner Creek • Post-Construction Topographic and Hydrographic Survey at the Beaches • Stormwater Master Plan Basins
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Frank Velazquez, PSM / (305) 372-6490

MISCELLANEOUS SURVEY AND MAPPING SERVICES CITY OF MIAMI BEACH

Project Description	<p>KCI has performed a number of task orders for the following locations/projects:</p> <ul style="list-style-type: none"> • Maurice Gibb Memorial Park Boundary and Topographic Survey • Bonita Drive Topographic Survey • 5th Street Monumentation Topographic Survey • Madeline Village Crespi Boulevard Boundary and Topographic Survey • Belle Isle Park Topographic Survey • MacArthur Pedestrian Bridge Topographic Survey • Allison Park Boundary & Topographic Survey
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Elizabeth Estevez / (305) 673-7272

MISCELLANEOUS SURVEY AND MAPPING SERVICES

CITY OF FORT LAUDERDALE

Project Description	KCI has performed a number of task orders for the following locations/projects: <ul style="list-style-type: none"> • Shippey House Boundary Survey • SE 6th Street Engineering Design Topographic Survey • Rose Drive Sketch and Descriptions for Construction Easements
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Catherine Prince / (954) 828-3794

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

CITY OF PALM BEACH GARDENS


Project Description	KCI has performed a number of task orders for the following locations/projects: <ul style="list-style-type: none"> • Plat Review: Plat of Alton Neighborhood 2 • Plat Review: Plat of Alton Neighborhood 3 • Plat Review: Plat of Alton Neighborhood 4 • Plat Review: Alton PCD – Tracts DEF • Plat Review: Nuvo Business Center Plat • Plat Review: Trevi Isle • Plat Review: Alton Town Center • Plat Review: Gardens Corporate Center • Plat Review: Ancient Tree • Plat Review: Artistry • Plat Review: Pointe Midtown • Plat Review: Avenir Economic Parcel • Texaco Parcel Annexation • Northlake ACLF
Year Complete	Ongoing Contract
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Kathy Gilbert, PE / (561) 799-4292

PHASE I PUBLIC RIGHT-OF-WAY ACCESSIBILITY IMPROVEMENT PROJECT


CITY OF DELRAY BEACH

Project Description	<p>The City of Delray Beach Public Works Department has a Public Right-of-Way Accessibility Improvements project that includes construction of missing sidewalk segments and correction of the existing ADA deficiencies/repairing the sidewalk throughout the City. Phase 1 included 2.9 miles of City areas.</p> <p>KCI prepared a specific purpose survey of the project limits. Services included areas of right-of-way concern and the establishment and plotting of the right-of-way along with the location of the back of walk. Deliverables included an AutoCAD file referenced to North American Datum of 1983 with a 1990 Adjustment (NAD '83/'90), Zone Florida East.</p> <p>KCI also provided sketch and descriptions to assist the City with Temporary Construction Easements and Perpetual Sidewalk Easements for the next step of the project. Twenty-six packages were prepared for the City, to include the sketch and descriptions, owner's information for each site, and a copy of the appropriate easement document.</p>
Year Complete	2020
Staff Team	Benjamin Hoyle, PSM; Aleksandr Bridwell; Sina Nejad
Client Contact	Dennis Placide / (561) 243-7346

FIRM LICENSES




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

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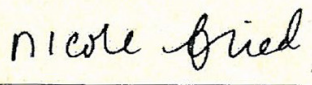


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6901**
Expiration Date February 28, 2021

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

KCI TECHNOLOGIES INC
936 RIDGEBROOK RD
SPARKS, MD 21152-9390



NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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

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*

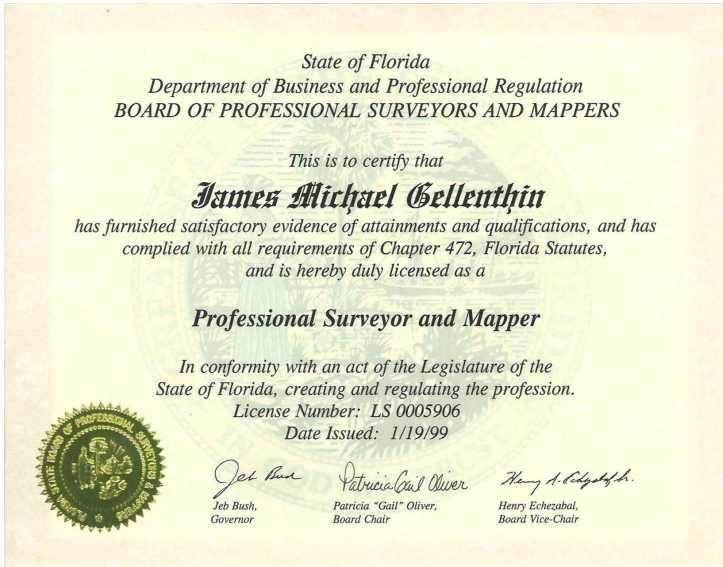


Ronald R. Lee
Secretary of State

Tracking Number: 0664604721CC

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

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

License No.: **LS6769**
 Expiration Date February 28, 2021

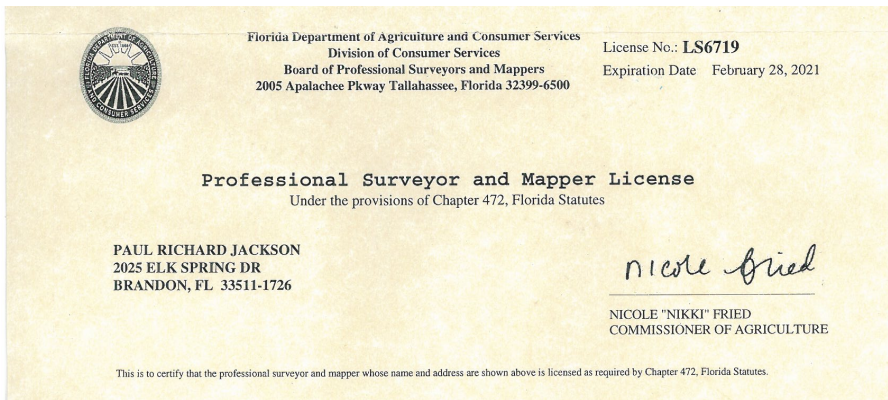
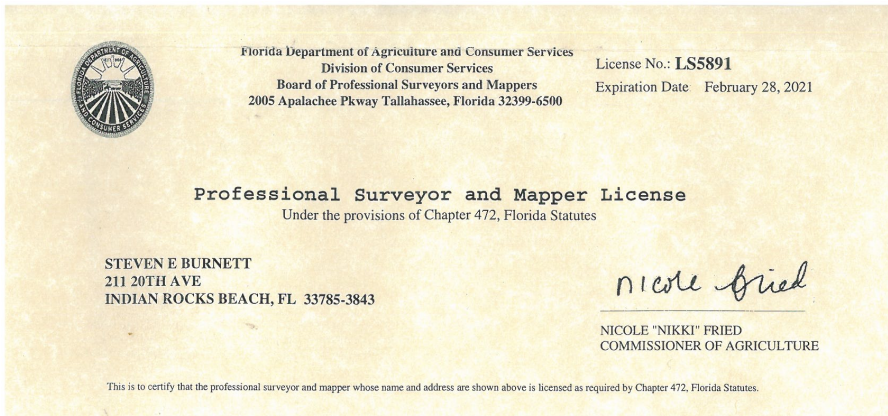
Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

BENJAMIN B HOYLE
 363 SW 33RD AVE
 DEERFIELD BEACH, FL 33442-2359

Nicole Fried

NICOLE "NIKKI" FRIED
 COMMISSIONER OF AGRICULTURE

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RESUMES OF KEY PERSONNEL

RESUMES OF KEY PERSONNEL

JAMES GELLENTHIN, PSM

PRINCIPAL-IN-CHARGE

Mr. Gellenthin has extensive experience supervising surveys for military, federal, state, municipal, and private clients. His expertise includes ALTA and boundary, utility, GPS, topographic, environmental surveys, and construction staking and research. Mr. Gellenthin also has long-standing experience with wetlands surveys and mapping. He supervises field crews, and provides oversight for survey data in the preparation of topographic and boundary surveys, as well as base mapping for projects.

FishHawk Right-of-Way Monument, Tampa Electric Company, Tampa, FL. Survey Manager. KCI provided surveying and subsurface utility engineering (SUE) services for this 37-mile circuit rebuild for Tampa Electric Company. The project began at a sub-station in the FishHawk subdivision in southeast Hillsborough County, and traveled across various routes to the Polk Power Station in southwest Polk County. The work included establishing and placing monuments along the right-of-way lines, and providing right-of-way maps showing said right-of-way lines.

Gunn Highway Road Widening, Hillsborough County, Hillsborough County, FL. Survey Manager. This 1.1-mile multi-lane reconstruction project involves converting a heavily congested rural two-lane arterial roadway to a four-lane urban curb and gutter section with a raised median, bike lanes, and sidewalks. Services provided included preliminary engineering analysis and design, final engineering, construction plans and specifications, public involvement, quality assurance, and post-design services, in addition to stormwater management, hydraulic design, environmental assessments, utility coordination, landscaping, lighting, traffic signalization, signing and pavement marking, title searches, and right-of-way mapping. Coordination with Sickles High School was a key issue throughout the project, since the high school's main entrance at Gunn Highway and Ehrlich Road was closed-off and traffic was redirected to other entrances.

62nd Avenue North (49th Street North to 34th Street North), Pinellas County Department of Public Works, Pinellas County, FL. Survey Manager. The project involved performing preliminary engineering analysis and design, final engineering construction plans and specifications, public involvement, quality assurance, and post-design services for the reconstruction of the 1.2-mile multi-lane roadway, including converting a heavily congested rural two-lane arterial roadway to a four-lane urban curb and gutter section with raised a median, bike lanes, and sidewalks. The project had challenges in the areas of drainage and environmental coordination due to existing brownfields along the south side of the corridor.

FishHawk to Keysville Road - 69kV Transmission Line, Tampa Electric Company, Lithia, FL. Survey Manager. This project involved surveying and subsurface engineering services to TECO. Survey crews surveyed 11 miles of FDOT and Hillsborough County right-of-way to assist TECO transmission engineers with their design of a new transmission line. The survey was completed using GPS technology and conventional surveying methods. Services included locating all pertinent improvements along the portion of Lithia-Pinecrest Road and State Road 39 that encompassed the project route. Right-of-way lines were established and drawings showing said right-of-way lines were presented to TECO.

FishHawk to Polk Power Station, sub to Black & Veatch, Various Locations in Hillsborough & Polk Counties, FL. Survey Manager. KCI provided engineering design surveying and subsurface engineering services to TECO for this project. KCI's survey crews surveyed 37 miles of TECO, Polk County, and Hillsborough County right-of-way to assist TECO transmission engineers with their design of a new transmission line. The survey was completed using LiDAR GPS technology and conventional surveying methods. KCI's survey team provided ground control for aerial LiDAR 3D laser scanning of electric substations, field located wetlands, power plant, substation, utilities, and pertinent improvements along the project route. Upon completion of the design phase, KCI provided construction layout of maintenance roads, pads, power poles, and provided ongoing certified as-built drawings. KCI also established and monumented the right-of-way lines and provided right-of-way maps showing said right-of-way lines. He oversaw all of the field and office surveying activities for the preparation of the design base-mapping, right-of-way mapping and staking, construction staking, and as-built surveys required for the entire length of the project.

Years of Experience: 33

Registrations/Certifications:

RPSM / FL / LS5906

PLS / NC / L-3860

RLS / TN / 2114

Education:

Certificate / Survey

Technology / Gloucester

County College

BENJAMIN HOYLE, PSM

PROJECT MANAGER

Mr. Hoyle is a project surveyor with over 20 years of experience throughout the state of Florida. He is a graduate from the University of Central Florida Engineering Technology Program. His experience includes transmission line route surveys, preparation of easements via sketch and legal description, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Hoyle has experience in today's newest state of the art software and equipment including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, terrestrial LiDAR scanning equipment, and software.

City of Riviera Beach Continuing Survey Services Contract, City of Riviera Beach, Riviera Beach, FL. Project Manager.

Mr. Hoyle served as project manager for this continuing survey services contract and was responsible for scheduling the field crews and performing QA/QC checks on the field work for all survey tasks performed under this contract. KCI prepared a topographic survey of 5.67+/- miles of city streets. The survey included power/utility poles, overhead wires, asphalt, curbing, driveways, fences, trees/hedge lines, manholes, drainage structures including inverts, and surface features of utilities. Work performed throughout the life of the contract included the Dan Calloway Boundary Survey, Barracuda Bay Fire Station Boundary Survey, New Library Boundary and Topographic Survey, Heron Lakes Senior Center Plat Review, Port of Palm Beach Plat Review, Harbor Point Singer Island Fire Station, 13th Street Sketch and Description Review, Riviera Cove Plat Review, 1649 Avenue L Plat Review, FPL Physical Distribution Center South Plat Review, FPL Physical Distribution Center North Plat Review.

Miami-Dade County Miscellaneous Survey and Mapping Services Contract, Miami-Dade County, FL. Project Manager.

Mr. Hoyle performed management tasks for multiple projects that included stormwater infrastructure surveying services to include the location, measurements, and status inspection of the following types of structures: catch basins, manholes, grease interceptors/structures, outfalls, and culverts on SW 130th Avenue (from SW 27th Street to SW 42nd Street, boundary survey for Parcels 1 & 2, boundary and hydrographic survey for Card Sound Road, staff gauge installation, topographic and bathymetric survey of Card Sound Road and Card Sound Canal, topographic and bathymetric survey of Florida City Canal, topographic and hydrographic survey of the beaches, topographic survey Wagner Creek, and post-construction topographic and hydrographic survey at the beaches.

Town of Miami Lakes Miscellaneous Survey and Mapping Services Contract, Miami Lakes, FL. Project Manager.

Mr. Hoyle performed a topographic survey for a beautification plan on NW 67th Avenue and performed both tentative and final plat reviews on behalf of the Town. He has also worked as a surveyor on behalf of the Town for a deed/document review to assist in the protection of the Town's interests. Throughout this contract, Mr. Hoyle led several projects including FDOT Parcel 5072, Lochness Final Plat Review, Dunwoody Final Plat Review, Miami Lakeway South Topographic Survey, as well as Opa Locka Airport Topographic Survey, Sketch, and Descriptions.

Phase II Public Right-of-Way Accessibility Improvement, Delray Beach, FL. Project Manager.

Mr. Hoyle serves as project manager on a topographic survey of a portion of the City streets (approximately 15 miles) for an ADA sidewalk compliance project. Services include establishing the right of way of all streets deemed non-complaint. Topographic information obtained in the field includes power/utility poles and overhead wires, asphalt and curbing, driveways and fences, trees/hedge lines, manholes and drainage structures including inverts, mailboxes, surface features of utilities and house address/tax folio identification number.

Years of Experience: 20

Registrations/Certifications:

PSM / FL / LS6769
 CSX Safety Facilitator
 OSHA 30
 First Aid
 Monitoring of Traffic Safety
 Fall Protection Training
 Trained in General
 Characteristics for OSHA
 Regulations As They Pertain
 to Transmission, Distribution
 and/or Substation Work

Education:

BS / Engineering
 Technology / University of
 Central Florida

STEVEN BURNETT, PSM

QA/QC

Mr. Burnett is KCI's Florida survey practice leader and has 30 years of land surveying and construction management experience on large-scale capital projects. He has extensive skills in surveying, cost estimating, remediation, utility coordination, and construction management. Mr. Burnett's experience includes owning and operating a professional land surveying business, acting as project engineer on large-scale interstate highway projects, performing construction estimating for infrastructure and environmental remediation projects, and acting as a construction superintendent on FDOT and county road widening projects. Other professional qualifications include OSHA hazardous materials and site investigation (29CFR 1910.120), The Hydrographic Society of America (THSOA), the Geographic and Land Information Society, and the American Congress on Surveying and Mapping (ACSM) classification.

Years of Experience: 30

Registrations/Certifications:

PSM / FL / LS5981
40-Hour HAZWOPER
OSHA 29 CFR 1910.120(e)

Education:

High School Diploma

ALTA Surveys, Dobbs Management Service, LLC, Various Locations, FL. Survey Practice Leader. KCI performed five ALTA surveys of large construction equipment rental yards. Locations include Lutz, Miami, West Palm Beach, Fort Myers and Orlando. KCI used a combination of conventional and UAS survey techniques to collect the improvements and other features to create and deliver five different signed and sealed ALTA surveys.

Roadway/Drainage/Permitting/Traffic Design for 78th Street and Harney Road, Hillsborough County, FL. Surveyor. Mr. Burnett provided topographic surveys, drainage, utilities and DTM deliverables to the roadway design department using FDOT standards.

I-75 and Progress Boulevard Survey, LineWorks Engineering, LLC, Tampa, FL. Survey Practice Leader. KCI was tasked to provide a topographic survey for pole design and relocation at a site located at I-75 and Progress Boulevard in Hillsborough County, Florida. KCI utilized 3D LiDAR to collect the roadway and pole location information. The data was then processed through PLS-CADD to create a final deliverable in digital format.

Ybor 7th Avenue Archway LiDAR Scan, Tampa Electric Company, Tampa, FL. Survey Practice Leader. KCI was tasked to provide a one-mile scan and right-of-way mapping of historic 7th Avenue in Ybor City. KCI collected full 3D LiDAR data, as well as high-resolution imagery to create a full model of the street. This allowed TECO to upgrade decorative lighted archways along the avenue. KCI also created a full 3D model of proposed new pole locations and created a video drive-through for TECO to display for city, county, and public review.

Dana Shores Underground, Tampa Electric Company, Tampa, FL. Survey Practice Leader. KCI utilized the VZ-400 and the TopoLift to collect data and high-resolution imagery for all three miles of this undergrounding project. The data was processed, and full topographic maps were created. KCI provided description/sketch exhibits for TECO easements. The data was later used in the design phase of the project to ensure proper placement of proposed equipment.

Taylor Road Solar Site, Tampa Electric Company, Thonotosassa, FL. Survey Practice Leader. This was a 2.5 -mile corridor mapping project. KCI used 3D scanning to collect all topographic and existing power pole and line information. Boundary and right-of-way information was obtained by conventional surveying methods. Data was registered, converted into a 3D PLS-CADD format, and classified per TECO design specifications.

Polk Power Plant to FishHawk 230kV Transmission Line, Polk and Hillsborough Counties, FL. Survey Practice Leader. KCI provided engineering design surveying and subsurface engineering services to Tampa Electric (TECO) for this project. KCI's survey crews surveyed 37 miles of TECO, Polk County and Hillsborough County right-of-way in order to assist TECO transmission engineers with their design of a new transmission line. The survey was completed using LiDAR GPS technology and conventional surveying methods. KCI's survey team provided ground control for aerial LiDAR 3D laser scanning of electric substations, field located wetlands, power plant, substation, utilities and pertinent improvements along the project route. Upon completion of the design phase, KCI provided construction layout of maintenance roads, pads, power poles and provided ongoing certified as-built drawings. KCI also established and monumented the right-of-way lines and provided right-of-way maps showing said right-of-way lines.

RICH JACKSON, PSM

PROJECT SURVEYOR

Mr. Jackson's professional experience spans from public sector clients such as city/county municipalities and Florida Department of Transportation, to institutional clients such as hospitals, public schools, and universities, as well as private sector clients. His specialized skills include boundary surveying (including ALTA/NSPS land title surveys), residential and commercial boundary surveys, topographic surveying (including civil engineering design surveys), construction surveying including public and private projects, roadway layout, highway layout, utility layout, as-built surveys, legal descriptions, and sketch of descriptions including public, private and utility easements, as well as expert witness, business development and marketing, training and development of field and office technicians, executive leadership and administrative management, development, and execution of business and marketing plans for professional services.

Orange County Public Schools, Orange County, FL. Senior Project Surveyor. Mr. Jackson worked with Orange County Public Schools under a continuing surveying services contract for more than nine years. During that time, he was responsible for directing professional surveyors, technicians, and survey field crews in preparation of boundary surveys, topographic surveys for design, as-built surveys, and the review of title report information to report conflicts and discrepancies to the District staff. He was also responsible for preparing written legal descriptions and sketches of descriptions for school boundaries and easements when needed.

Dr. P. Phillips High School, Orange County School District, Orange County, FL. Survey Manager. The work included surveying and mapping underground utilities by coordinating ground-penetrating radar and electromagnetic induction tracing equipment and the vacuum excavation of key underground utility components. Deliverables included digital orthophotos and drawing files in AutoCAD.dwg format together with hard copy survey drawings. Laser scanning was used to provide high-resolution scans and digital images of interior portions of the sprawling, multi-level school buildings to provide architects and school designers with highly accurate models of the existing structures, aiding in the design of rehabilitation improvements and new structural additions to the classroom buildings. Mr. Jackson provided support, coordination, and research for surveying and mapping of an existing 40-acre public high school campus on Turkey Lake Road near Universal Studios Orlando using conventional surveying methods, GPS, aerial mapping and high-resolution terrestrial laser scanning to produce a composite boundary and topographic survey for use in the design and rehabilitation of existing and new classroom, maintenance, administrative and athletic school buildings and facilities on the 40-acre campus.

Florida Department of Transportation (District 7), I-75 (SR 93A), Hillsborough County, FL. Senior Project Surveyor. Mr. Jackson reported directly to the project manager, provided coordination and direction for field and office staff to recover and verify the existing alignment and horizontal control, established site benchmarks and prepared topographic surveys of roadway, fore-slopes, median crossings, wetlands and four bridge clearance surveys within portions of the 12-mile project area located on I-75 from the Manatee County/Hillsborough County line to north of CR 572.

Florida Department of Transportation (District 1), SR 789 (Gulf of Mexico Drive), Manatee County, FL. Senior Project Surveyor. Responsible for coordination, supervision, and direction of field and office staff to retrace the existing state road right-of-way for an approximate six-mile portion of SR 789 (Gulf of Mexico Drive) from the Manatee County/Sarasota County line to north of 12th Street. Physical evidence as to the location of the existing alignment was no longer available, therefore, the survey project required extensive research and retracement of current subdivision plats and parcels along with historic/ancient plats. The roadway alignment was determined based on the best available evidence found in the field, as referenced in the existing plats as compared with state road records.

Years of Experience: 35

Registrations/Certifications:

PSM / FL / LS6719

Education:

Civil Engineering / Ohio State University

Business Administration / Franklin University

Courses in Architecture Technology, Civil

Engineering Technology and Survey / Columbus Community College

ALEKSANDR BRIDWELL

SURVEY TECHNICIAN

Mr. Bridwell is a survey technician with over four years of experience throughout the state of Florida. He is a graduate from Florida Atlantic University's Geomatics Program. He is a certified remote pilot, and his experience includes transmission line route surveys, preparation of easements via sketch and legal description, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, bathymetric surveys, as-built surveys, and 3D modeling, LiDAR scanning, and UAS flights. Mr. Bridwell has experience in today's newest state of the art software and equipment including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and LiDAR.

Miscellaneous Survey and Mapping Services Contract, City Of Miami, FL. Survey Technician. Mr. Bridwell served as the survey technician on the boundary and topographic survey of the James L. Knight Center Seawall survey project. Services included the location of asphalt, concrete, buildings, surface features of utilities, and above ground permanent improvements. Elevations were obtained at approximate twenty-five-foot intervals and at grade breaks (six-inches or greater). Intermittent highs and lows were also be obtained. Elevations were relative to the North American Vertical Datum of 1988 (NAVD '88).

Phase II Public Right-of-Way Accessibility Improvement, Delray Beach, FL. Survey Technician. Mr. Bridwell serves as a survey technician on a topographic survey of a portion of the City streets (approximately 15 miles) for an ADA sidewalk compliance project. Services include establishing the right-of-way of all streets deemed non-compliant. Topographic information obtained in the field includes power/utility poles and overhead wires, asphalt and curbing, driveways and fences, trees/hedge lines, manholes and drainage structures, including inverts, mailboxes, surface features of utilities and house address/tax folio identification number.

South Florida Water Management District - STA 1 West, Bergeron Land Development, Inc., Palm Beach County, FL. Survey Technician. KCI provided project control, construction staking, as-built surveys, and laser scanning for the project. The purpose of the STA 1 W Expansion was to improve water quality discharges to the Everglades Protection Area by helping to balance flows and loads to meet the Water Quality Based Effluent Limit (WQBEL). The project consisted of an approximate 4,600-acre expansion to the STA 1 W. This was accomplished with the construction of new embankments, canals, water control structures, and other features. Mr. Bridwell served as the survey technician for this project. KCI provided project control, construction staking, As-built surveys, and laser scanning for the project. The purpose of the STA 1 W Expansion is to improve water quality discharges to the Everglades Protection Area by helping to balance flows and loads to meet the Water Quality Based Effluent Limit (WQBEL). The project generally consists of an approximate 4,600-acre expansion to the STA 1 W. This is being accomplished with the construction of new embankments, canals, water control structures, and other features.

Townhomes of Oriole, City of Margate, FL. Survey Technician. Mr. Bridwell served as the survey technician on this project by providing geo-referenced orthometric imagery via UAV flights. Said imagery was used by the civil engineering team to compare the existing pavement conditions against previous surveys from 1975.

SR 64 and I-75 Interchange, Florida Department of Transportation District 1, Manatee County, FL. Survey Technician. Mr. Bridwell served as the survey technician on this project by providing geo-referenced orthometric imagery via UAV flights. Said imagery was used by the landscape architecture team to provide professional services for the purpose of developing conceptual and contract plans for landscape improvements associated with the Interstate 75 (SR 93) at State Road 64 (SR 64) interchange.

Years of Experience: 4

Registrations/Certifications:

Remote Pilot – Certificate
Number: 4269106

Member of Florida
Surveying and Mapping
Society

Education:

BS / Geomatics / Florida
Atlantic University

SINA NEJAD

SURVEY TECHNICIAN

Mr. Nejad is a survey technician with four years of experience throughout the state of Florida. He is a graduate of the University of Florida Geomatics Program. His experience includes transmission line route surveys, preparation of easements via sketch and legal description, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Nejad has experience in today's newest state of the art software and equipment including AutoCAD, TDS collection, and the processing of dual-frequency/survey-grade GPS.

Years of Experience: 4

Registrations/Certifications:

Member of Florida
Surveying and Mapping
Society

Education:

BS / Geomatics / University
of Florida

1395 Brickell Arch Survey, Gaedeke Group, Miami, FL. Survey Technician. Mr. Nejad served as survey technician on a specific purpose survey of the subject property. Services included the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, and surface features of utilities.

150 West Flagler Survey, Gaedeke Group, Miami, FL. Survey Technician. Mr. Nejad served as survey technician on an ALTA/NSPS land title survey of the subject property. Services included the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, and surface features of utilities. Services also included the preparation of a FEMA Flood Elevation Certificate.

Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage, Cohen Dania Beach Hotel, LLC, Fort Lauderdale, FL. Survey Technician. KCI performed surface water modeling, existing stormwater management system optimization using ICPR Version 4, and Surface Water Management (SWM) license modification for the entire backbone system. Mr. Nejad served as survey technician on an ALTA/NSPS Land Title Survey of the subject property. Mr. Nejad also worked closely with the project surveyor to prepare four boundary surveys to be used in a land swap project between the Client and the Florida Department of Transportation. Services included the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, surface features of utilities, and review of title search reports. Services also included the preparation of a FEMA Flood Elevation Certificate.

Florida Power and Light Solar Projects, Florida Power & Light Company, Miami-Dade, Broward, and Palm Beach Counties, FL. Survey Technician. Mr. Nejad served as a survey technician for FPL on a variety of projects located in the tri-county area. KCI prepared specific purpose surveys and sketch and descriptions which included the following services: the location of above-ground permanent improvements such as buildings, asphalt, concrete, fences, trees, and surface features of utilities, elevations, and as-builts of gravity utility lines (storm water and sanitary sewer), review and plotting of any easements provided by FPL, parking striping and typical distances between curb stops in parking lots, parking space dimensions, identification of any American Disability Act (ADA) complying walkways, sidewalks in close proximity to where the solar canopy was installed, gate access and gate widths into the park, and nearest fire hydrant to the proposed solar canopy/tree location with the park or directly adjacent road right-of-ways.

Alton to Venetian Underground 69kV Transmission Line, POWER Engineers, Inc., Miami-Dade County, FL. Survey Technician. KCI performed a topographic survey of a portion of Michigan Avenue from 4th Street, north to Alton Road; and 19th Street from North Michigan Avenue, west to Venetian substation in which KCI also provided sketch and descriptions to be used in easement preparation and a Digital Terrain Model. The approximate length of this project is 10,100 linear feet. The survey included all above-ground permanent improvements such as asphalt, concrete, walls, buildings, fences, curbing, walkways, trees, paint striping, and surface features of utilities within the project corridor.

Florida Medical Space - Gateway Site, City of Margate, FL. Survey Technician. Mr. Nejad served as survey technician on an ALTA/NSPS land title survey of the subject property. A topographic survey of the subject property was also prepared. Services included the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, and surface features of utilities. Services also included a tree survey, a preliminary and final FEMA Flood Elevation Certificate, the preparation of two sketch and legal descriptions, the creation of an exhibit for the City of Margate to be used for replatting purposes, and a final as-built survey.

CHRIS MINICK

SUBSURFACE UTILITY ENGINEERING

Mr. Minick has 19 years of professional experience providing SUE services for numerous state departments of transportation agencies. He is experienced in both the designating and locating phases. His responsibilities include project management, records research, field crew supervision, project sketches, review of final CADD drawings, and quality control.

Years of Experience: 19

Education:
Business Management
Studies

Endeavor Primary Learning Center, School Board of Broward County, Facility Planning and Real Estate Department, Lauderdale, FL. SUE Task Manager. KCI performed utility designation services within areas specified by the client, which entailed the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area were marked on the surface with paint and flags using geophysical equipment, which included electromagnetic and ground-penetrating radar (GPR) technologies. This work was supplemented by existing facility records provided by the client or the facility owner prior to the marking process. A field sketch was provided depicting the utilities designated and marked including any utilities shown on records that could not be designated with electronic locators or GPR.

Sheridan Technical College, School Board of Broward County, Facility Planning and Real Estate Department, Pembroke Pines, FL. SUE Task Manager. KCI performed utility designation services within areas specified by the client which entailed the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area were marked on the surface with paint and flags using geophysical equipment, which included electromagnetic and GPR technologies. This work was supplemented by existing facility records provided by the client or the facility owner prior to the marking process. A field sketch was provided depicting the utilities designated and marked, including any utilities shown on records that could not be designated with electronic locators or GPR.

Whispering Pines Exceptional Education Center, School Board of Broward County, Facility Planning and Real Estate Department, Miramar, FL. SUE Task Manager. KCI performed utility designation services within areas specified by the client, which entailed the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area were marked on the surface with paint and flags using geophysical equipment which included electromagnetic and GPR technologies. This work was supplemented by existing facility records provided by the client or the facility owner prior to the start of the marking process. A field sketch was provided depicting the utilities designated and marked including any utilities shown on records that could not be designated with electronic locators or GPR.

FPL Solar Projects, Various Locations, FL. Project Manager. Mr. Minick has worked on multiple locations under this contract with FPL, including Howard and Gaines Parks. He provided utility mapping at various quality levels, as defined in ASCE's Standard Guidelines CI/ASCE 38-02.

Advanced Directional Drilling Solutions, Inc., Miami, FL. Project Manager. Mr. Minick serves as the project manager for this contract. He provides utility mapping at various quality levels, as defined in ASCE's Standard Guidelines CI/ASCE 38-02.

Fairbanks Avenue Survey and SUE Services, Orlando, FL. Project Manager. Mr. Minick provides utility mapping at various quality levels, as defined in ASCE's Standard Guidelines CI/ASCE 38-02, for this contract.

RHD Locating, Atlanta, GA. Technician. Mr. Minick was initially trained for private construction contractors, which required detailed training for designating utilities in hospitals, universities, utility plants, and chemical/petroleum plants. He then became extremely proficient operating vacuum excavation vehicles (using both high-pressure air and water), and performing test holes in many environments.

Cardno, Fort Lauderdale, FL. SUE Manager. Mr. Minick completed various projects for several transportation departments including LATOTD, Florida, Georgia, Alabama, and Mississippi, and worked proficiently with many different utility records.



Lis Tolstoy, PSM

Survey Director

Lis is a highly-motivated professional with over 25 years of surveying and mapping experience. Her experience has included high-pressure management roles that required the prioritization and planning of work activities to not only meet, but also exceed, productivity standards. Her extensive experience covers the areas of design surveys, geodetic control, right-of-way control survey and mapping, maintenance, monumentation maps, and 3D static and mobile LiDAR scanning systems.



Industry Experience
25 years



Education
BS, Land Surveying Engineer
UDELAR University



Professional Registrations & Certifications
Professional Surveyor & Mapper, State of Florida

FDOT District 4, Continuing Services for Surveying, Mapping and SUE, Sr. Surveyor

FRA provides as-needed surveying, mapping, and SUE support to District 4 on this 5-year \$5 million districtwide contract. Services provided include static and mobile LiDAR, Historical Baseline and Existing R/W Determination, GPS Surveys, Topographic Surveys and DTM, General Land and Aerial Photography Survey, Monumentation Surveys, Bathymetric Surveys, Utility Designation and Excavation including GIS files, Tree Surveys, R/W Control Survey Maps, R/W Maps, Maintenance Maps, R/W Monumentation Maps, Boundary Surveys, Quality Assurance Reviews, Title Search Plotting Maps, Sketches, Parcel Staking, and Legal Descriptions. FRA used terrestrial LiDAR to scan certain areas on this project. LiDAR data was acquired, extracted, and post processed. Using artificial intelligence, FRA automatically extracts assets, such as trees and street signs from the LiDAR point cloud.

FRA also provided SUE and surveying services to locate identified utilities and designate sufficient locations to delineate the existing underground utilities. The designation and location were performed via GPR. Field crews used tablets with Survey 123 and automated dropdown menus to collect all required information. This information is sent in real-time to the office for QA/QC and to begin CAD work. The final deliverable to the client included 3D Test Hole Reports with thorough utility information, such as a description, pipe size, utility owner, condition, horizontal and vertical location, a sketch of the surrounding area, photos, and GPS coordinates for use in GIS databases.

City of Miami Beach, Citywide Surveying, Topographical & Mapping Services, Sr. Surveyor

FRA provided surveying and mapping services to the City of Miami Beach in this multi-task, multi-year survey and SUE contract. Tasks included preliminary engineering surveys; Boundary Surveys; Legal Descriptions; R/W Survey; Specific Purpose Survey; Topographical Surveys; General Land and Aerial Photography Surveying; Coastal Construction Control Line; Mean High Water Line; Submerged/Filled Lands; GPS and GPR Surveys; and Horizontal and Vertical Control Points. FRA provided Elevation Certificates for 18 of the City of Miami's properties, including the police sub station, fire station, community center, garden center and conservatory, and Colony Theater. FRA provided a Topographic Survey on A1A from 5th St to 14th St, extending 50' at every intersection. The Topographic Survey showed existing R/W Lines, Section Lines, trees with a trunk diameter of 3 inches or more, and all above ground features. A Topographic Survey and Map of Survey of the Maintenance Yard Facility was prepared using a Leica P20 HD scanner, creating a 3D model of the facility.





Pete Diaz, PSM
Sr. Surveyor

Pete has 34 years of experience covering all aspects of surveying and mapping, from field to office analysis/processing. His extensive experience spans the areas of control surveys, topographic surveys, design surveys, boundary surveys, digital terrain modeling, global positioning system (GPS), boundary dispute resolution, ROW mapping, as-built surveys, bathymetric surveys, mean high-water surveys, and static and mobile LiDAR scanning.

He is also familiar with GIS (developing database schema, data management, training/supervising staff in ArcMap data entry and editing). Over his career, Pete has worked for FDOT at District 6 as both the District Surveyor and Survey Project Manager, and at District 4 as the ROW Mapping Section Leader.

 **Industry Experience**
34 years

 **Education**
High School Diploma

 **Professional Registrations & Certifications**

Professional Surveyor & Mapper, State of Florida
Management Academy
Supervisors Academy
CPM Course - Levels I & II
Mutual Gains Negotiations
Resolving Interpersonal Conflict
FDOT District 4 Negotiations Process
FDOT District 4 Consultant Invoice Trans

FDOT District 4, Continuing Services for Surveying, Mapping and SUE, Sr. Surveyor

FRA provides as-needed surveying, mapping, and SUE support to District 4 on this 5-year \$5 million districtwide contract. Services provided include static and mobile LiDAR, Historical Baseline and Existing R/W Determination, GPS Surveys, Topographic Surveys and DTM, General Land and Aerial Photography Survey, Monumentation Surveys, Bathymetric Surveys, Utility Designation and Excavation including GIS files, Tree Surveys, R/W Control Survey Maps, R/W Maps, Maintenance Maps, R/W Monumentation Maps, Boundary Surveys, Quality Assurance Reviews, Title Search Plotting Maps, Sketches, Parcel Staking, and Legal Descriptions. FRA used terrestrial LiDAR to scan certain areas on this project. LiDAR data was acquired, extracted, and post processed. Using artificial intelligence, FRA automatically extracts assets, such as trees and street signs from the LiDAR point cloud.

FRA also provided SUE and surveying services to locate identified utilities and designate sufficient locations to delineate the existing underground utilities. The designation and location were performed via GPR. Field crews used tablets with Survey 123 and automated dropdown menus to collect all required information. This information is sent in real-time to the office for QA/QC and to begin CAD work. The final deliverable to the client included 3D Test Hole Reports with thorough utility information, such as a description, pipe size, utility owner, condition, horizontal and vertical location, a sketch of the surrounding area, photos, and GPS coordinates for use in GIS databases.

E15-DTPW-07: Miscellaneous Professional Services Agreements to Provide General Land and Engineering Surveying Services, Sr. Surveyor

Under a Professional Services Agreement, FRA provided as needed general surveying services for design and construction projects in Miami-Dade County. Some of the task work orders included: WASD Gravity Sewer along NW 27th Avenue between NW 107th Street & NW 123rd Street, Tree Island Park Final Plat for T-Plat 23432, Fire Station #24, Air Rescue South, SW 328th Street from SW 187th Avenue to US 1. FRA provided Topographic Surveys, Boundary Surveys, Specific Purpose survey Maps, Temporary and Final Plats.

FRA also provided SUE and surveying services to locate identified utilities and designate sufficient locations to delineate the existing underground utilities. The designation and location were performed via GPR. Field crews used tablets with Survey 123 and automated dropdown menus to collect all required information. This information is sent in real-time to the office for QA/QC and to begin CAD work.





Dennis Stanton

Subsurface Utility Engineering Director

Dennis has specialized in Subsurface Utility Engineering (SUE), Utility Coordinating, and protection of subsurface utility systems for 30+ years. He has performed utility investigations with a variety of electronic detection devices, survey equipment, and air/vacuum excavators on numerous projects throughout Florida. He has supervised over 10,000 test holes and more than 1,000,000 utility feet of designating.



Industry Experience

30 years



Education

BA, Liberal Arts, Old Westbur



Professional Registrations & Certifications

Florida Intermediate Training
- ATSSA

RedVector's Understanding
Subsurface Utility Engineering

WorkZone Traffic Control
Intermediate Level

Confined Space Entry Training
Program

FDOT District 4, Continuing Services for Surveying, Mapping and SUE, SUE Manager

FRA provides as-needed surveying, mapping, and SUE support to District 4 on this 5-year \$5 million districtwide contract. Services provided include static and mobile LiDAR, Historical Baseline and Existing R/W Determination, GPS Surveys, Topographic Surveys and DTM, General Land and Aerial Photography Survey, Monumentation Surveys, Bathymetric Surveys, Utility Designation and Excavation including GIS files, Tree Surveys, R/W Control Survey Maps, R/W Maps, Maintenance Maps, R/W Monumentation Maps, Boundary Surveys, Quality Assurance Reviews, Title Search Plotting Maps, Sketches, Parcel Staking, and Legal Descriptions. FRA also provided SUE and surveying services to locate identified utilities and designate sufficient locations to delineate the existing underground utilities. The designation and location were performed via GPR. Field crews used tablets with Survey 123 and automated dropdown menus to collect all required information. This information is sent in real-time to the office for QA/QC and to begin CAD work. The final deliverable to the client included 3D Test Hole Reports with thorough utility information, such as a description, pipe size, utility owner, condition, horizontal and vertical location, a sketch of the surrounding area, photos, and GPS coordinates for use in GIS databases.

FDOT D4, Lyons Road from C-14 Canal to Sawgrass Expressway, SUE Manager

This project involved an off-system MPO bicycle and sidewalk mobility project that required the widening of the existing pavement between 4 and 7 feet to add bike lanes. The scope includes Horizontal and Vertical Control, recovering the Historical Baseline of Survey, preparing PNC Sheets, ground survey support for the Topographic/DTM Survey, and providing Underground Utility Survey. FRA used terrestrial LiDAR to scan this project. LiDAR data was acquired, extracted, and post processed.

City of Miami Beach, Citywide Surveying, Topographical & Mapping Services, SUE Manager

FRA provided surveying and mapping services to the City of Miami Beach in this multi-task, multi-year survey and SUE contract. Tasks included preliminary engineering surveys; Boundary Surveys; Legal Descriptions; R/W Survey; Specific Purpose Survey; Topographical Surveys; General Land and Aerial Photography Surveying; Coastal Construction Control Line; Mean High Water Line; Submerged/Filled Lands; GPS and GPR Surveys; and Horizontal and Vertical Control Points. FRA provided Elevation Certificates for 18 of the City of Miami's properties, including the police sub station, fire station, community center, garden center and conservatory, and Colony Theater.

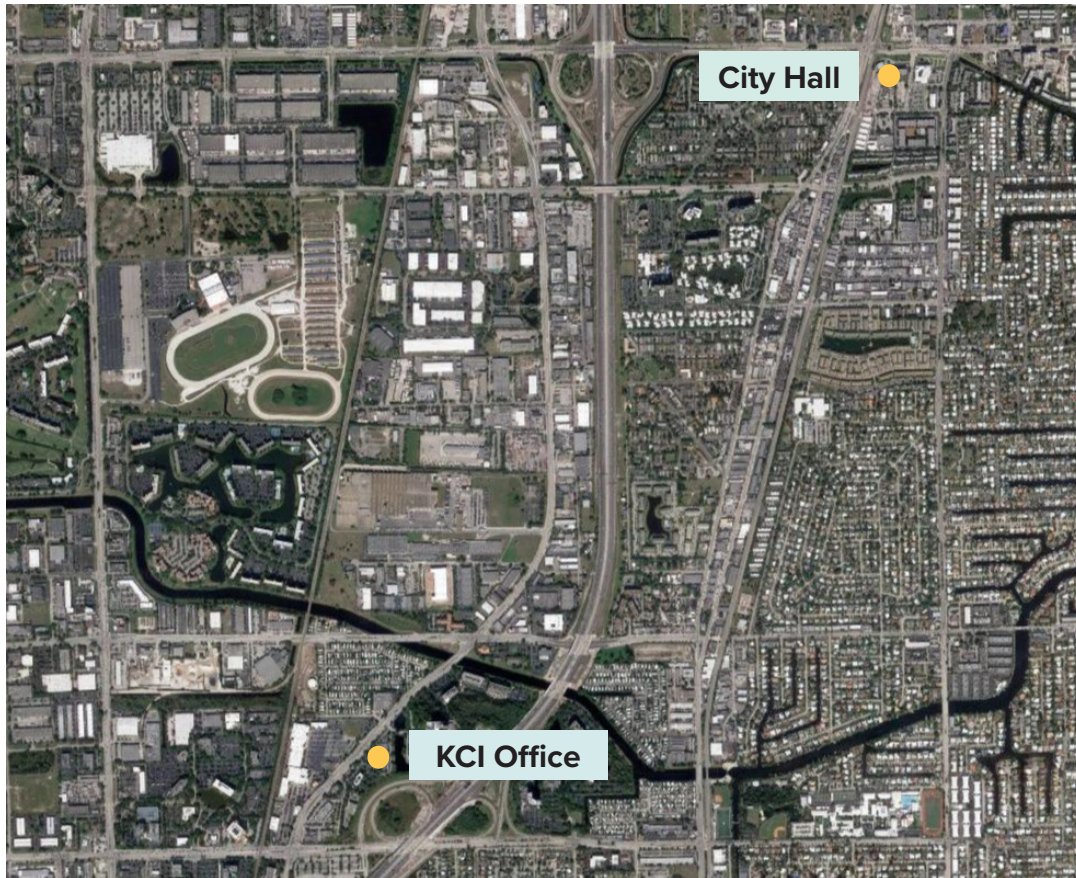


OFFICE LOCATIONS

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

LOCAL BUSINESSES

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

Solicitation Number & Title: E-21-20 / Continuing Contract for Professional Survey and Mapping Services Prime Contractor's Name: KCI Technologies, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
KCI Technologies, Inc. / 6500 N. Andrews Avenue, Fort Lauderdale, FL 33309	Benjamin Hoyle, PSM (954) 776-1616	Surveying & Mapping	70%
F.R. Aleman & Associates, Inc. 10305 NW 41st Street, Suite 200 Miami, FL 33178	Lis Tolstoy, PSM (305) 591-8777	Surveying & Mapping/SUE Support	30%

LOCAL BUSINESS EXHIBIT "A"

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: Lightower Fiber Networks - Case No: 101283

Jurisdiction: Circuit Court for the County of Loudoun, Virginia - Status: Closed September 2019

This is a property damage claim filed by SummitIG, a public service company providing telecommunications services throughout Virginia. PEI, a subcontractor to KCI, damaged SummitIG's conduit and fiber while performing excavation services. PEI claims the plaintiff, SummitIG, is responsible for incorrectly marking SummitIG's facilities location.

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

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

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

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

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

This is a property damage claim. WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site has slipped and caused impact to properties below the wall. 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 E-21-20, Continuing Contract for Professional Surveying and Mapping 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) James Gellenthin, PSM Title Vice President/South Atlantic Surveys
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. (954) 771-7690

Email Address Jim.Gellenthin@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.

7/30/2020
(Date)

KCI Technologies, Inc.
(Name of Firm)

BY:  James M. Gellenthin
(Name)

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

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # E-21-20

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?
F.R. Aleman & Associates, Inc.	Yes - see next page

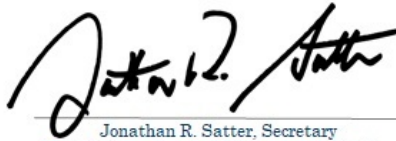
State of Florida

Woman & Minority Business Certification

F.R. Aleman and Associates, In

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

12/26/2019 to 12/26/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services



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

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 Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	CONTACT NAME: Maureen Martin, AAI
	PHONE (A/C, No, Ext): (302) 472-2914 FAX (A/C, No): E-MAIL ADDRESS: mmartin@lyonsinsurance.com
INSURED KCI Technologies, Inc. 6500 North Andrews Avenue Fort Lauderdale, FL 33309	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: National Union Fire Insurance Company of Pittsburgh, PA 19445
	INSURER B: Great American Insurance Co. 16691
	INSURER C: New Hampshire Insurance Company 23841
	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 CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		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 ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 012-01-6190	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							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.

<p>CERTIFICATE HOLDER</p> <p>City of Pompano Beach Purchasing Division 1190 NE 3rd Avenue, Building C Pompano Beach, FL 33060</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	---

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.

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PRODUCER CBIZ Insurance Services, Inc. 9755 Patuxent Woods Drive Suite 200 Columbia, MD 21046	CONTACT NAME:	
	PHONE (A/C, No, Ext): 443-259-3237	FAX (A/C, No):
INSURED KCI Technologies, Inc. 6500 N Andrews Ave. Fort Lauderdale, FL 33972	E-MAIL ADDRESS: certrequest@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : XL Specialty Insurance Co.	NAIC # 37885
	INSURER B :	
	INSURER C :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9952706	12/15/2019	12/15/2020	\$10,000,000 each claim \$15,000,000 aggregate \$500,000 deductible

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

CERTIFICATE HOLDER	CANCELLATION
City of Pompano Beach 1190 NE 3rd Avenue, Building C Pompano Beach, FL 33060	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

KCI TECHNOLOGIES, INC.

6500 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33309
(954) 776-1616





HOURLY RATE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Survey CAD Technician	\$95.00
Surveyor	\$150.00
Senior Surveyor	\$190.00
Survey Field Crew Supervisor	\$145.00
UAS Operator (Drone Pilot)	\$145.00
Mobile Survey Analyst	\$145.00
2 Person Survey Crew	\$150.00
3 Person Survey Crew	\$190.00
Laser Scan/Specialty/4 Person Crew	\$370.00
2 Person Utility Designating Crew	\$210.00
Project Manager/Utilities	\$160.00
Senior Project Manager	\$190.00
Expert Witness	\$370.00
Landscape Architect	\$140.00
Arborist	\$120.00
Engineer-in-Training	\$105.00
Project Engineer	\$160.00
Senior Project Engineer	\$180.00
Practice Leader	\$200.00
Regional Practice Leader	\$225.00
Senior Inspector	\$115.00
Project Administrator	\$175.00
Contract Support Specialist	\$125.00
Project Assistant/Administrative	\$70.00

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2021

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

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 Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	CONTACT NAME: Maureen Martin, AAI	
	PHONE (A/C, No, Ext): (302) 472-2914	FAX (A/C, No):
	E-MAIL ADDRESS: mmartin@lyonsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED KCI Technologies, Inc. 4041 Crescent Park Drive Tampa, FL 33578	INSURER A : National Union Fire Insurance Company of Pittsburgh, PA 19445	
	INSURER B : Great American Insurance Co. 16691	
	INSURER C : New Hampshire Insurance Company 23841	
	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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL 522-24-13	4/1/2021	4/1/2022	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 ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 448-95-82	4/1/2021	4/1/2022	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TUU0202925-10	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 012-01-6190	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							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: RLI T-28-20 Continuing Contract for Construction Engineering Inspection (CEI) Services for Various Projects

City of Pompano Beach is included as an Additional Insured under General Liability where required by written contract. Waiver of Subrogation is granted where required by written contract and permissible by law. If coverage is canceled by the company, notice of cancellation will be provided at least 30 days in advance, subject to state specific statutes.

APPROVED
By Danielle Thorpe at 12:12 pm, Apr 06, 2021

CERTIFICATE HOLDER City of Pompano Beach City Manager Post Office Drawer 1300 Pompano Beach, FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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