

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

Toole Design



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

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**

This Contract is made on _____, by and between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Toole Design Group, LLC 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. T-25-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Kristoff Devastey, P.E.

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

ARTICLE 2 – TERM

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

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

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

ARTICLE 3 – PAYMENTS TO CONSULTANT

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

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

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

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

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

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

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

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 5 – TERMINATION

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

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

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

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

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

ARTICLE 7 – SUBCONTRACTING

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

ARTICLE 8 – FEDERAL AND STATE TAX

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

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

ARTICLE 9 – AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

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

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

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

ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

ARTICLE 14 – CONFLICT OF INTEREST

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

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

ARTICLE 15 – EXCUSABLE DELAYS

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

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

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – NONDISCRIMINATION

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

ARTICLE 26 – NOTICE

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

FOR CITY:

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

FOR CONSULTANT:

Contracts Department
Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

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"

Toole Design Group, LLC

Witnesses:

[Signature]
Signature

Lindsay Reed
Name Typed, Printed or Stamped

[Signature]
Emmy Klint-Gassner (Apr 1, 2021 13:35 EDT)
Signature

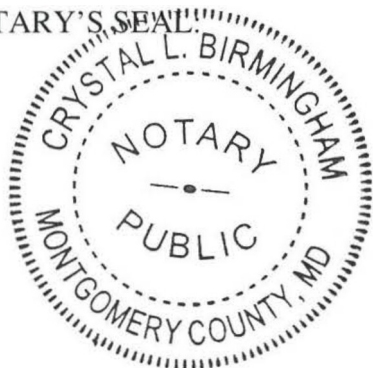
Emmy Glassner
Name Typed, Printed or Stamped

By: [Signature]
Jennifer Toole, President

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30th day of March, 2021, by Roswell Eldridge, as Executive Vice President of Toole Design Group, LLC, a Maryland corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL



[Signature]
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Maryland

Crystal Birmingham
(Name of Acknowledger Typed, Printed or Stamped)

250879
Commission Number



Florida's Warmest Welcome

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

**CONTINUING CONTRACT FOR LANDSCAPE
ARCHITECTURAL SERVICES**

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

July 23, 2020

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

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

Introduction

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

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

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

- Support Services for Remediation
- Demolition Projects

A. Scope of Services

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

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

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

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

B. Task/Deliverables

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

C. Term of Contract

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

D. Project Web Requirements:

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

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

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

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

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

E. Local Business Program

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Required Proposal Submittal

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

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Approach:

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

Schedule:

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

References:

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

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

Project Team Form:

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

Organizational Chart:

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

Statement of Skills and Experience of Project Team:

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

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

Office Locations:

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

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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

Litigation:

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

City Forms:

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

Reviewed and Audited Financial Statements:

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

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

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

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

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

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

G. Insurance

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

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

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

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

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

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

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

2. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations**

bodily injury and property damage

— **explosion & collapse**

hazard

— underground hazard

XX products/completed

bodily injury and property damage combined

operations hazard

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

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

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

REAL & PERSONAL PROPERTY

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

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

PROFESSIONAL LIABILITY Per Occurrence Aggregate

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

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

CYBER LIABILITY Per Occurrence Aggregate

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

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

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

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

(a) Certificates of Insurance evidencing the required coverage;

(b) Names and addresses of companies providing coverage;

(c) Effective and expiration dates of policies; and

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

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

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

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: 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: a. Organizational chart for project	0-15

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

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

NOTE:

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

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

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

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

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

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

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

I. Hold Harmless and Indemnification

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

J. Right to Audit

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

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

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

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

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

K. Retention of Records and Right to Access

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

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

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

L. Communications

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

M. No Discrimination

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

N. Independent Contractor

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

O. Staff Assignment

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

P. Contract Terms

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

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

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

Q. Waiver

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

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

R. Survivorship Rights

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

S. Termination

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

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

T. Manner of Performance

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

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

U. Acceptance Period

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

V. Conditions and Provisions

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

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

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

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

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

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

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

W. Standard Provisions

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

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

X. Questions and Communication

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

Y. Addenda

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

Z. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

PROJECT TEAM

SOLICITATION NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

I Certify



Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

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

Local Business Subcontractor Utilization Report Instructions

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

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

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(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"

TOOLE DESIGN

37 N. Orange Avenue, Suite 313
Orlando, FL 32801
Eric Childs | Contract Manager
407.214.6436
www.tooledesign.com

AUGUST 24, 2020

CITY OF POMPANO BEACH ■ T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES



August 24, 2020

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

**RE: City of Pompano Beach Request for Letter of Interest (LOI) T-25-20
Continuing Contract for Landscape Architectural Services**

Dear Ms. Thompkins and Members of the Selection and Evaluation Committee:

Toole Design Group is pleased to submit our proposal for the Continuing Contracts for Landscape Architectural Services. This contract, and the streetscape projects identified in the City's Capital Improvement Plan, represents an important step in advancing the transportation infrastructure in the City of Pompano Beach. Toole Design has reviewed your request for letters of interest and have crafted a response that provides our capabilities in mobility design and planning for pedestrian, bicycle, transit, green stormwater, and traffic calming infrastructure, as well as related services. We are committed to assisting the City in the following areas of expertise:

- Roadway and streetscape design with a focus on Complete Streets;
- Landscaping and hardscaping design, specification preparation and bidding assistance;
- Irrigation design, specification preparation and bidding assistance;
- Design and preparation of construction plans, specifications, contract documents, and preparation of permit submittals;
- Stormwater and drainage improvements, including green infrastructure;
- Park and recreation master and site planning projects;
- Arborist Services, tree surveys, tree inventory, and canopy analysis; and
- Public outreach and engagement services.

Beyond what we have listed above, Toole Design brings expertise in a number of other transportation design and planning services such as crash analysis, Vision Zero, data analysis, and graphic design that may be relevant to helping the City of Pompano Beach meet its goals.

Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in multimodal transportation. Our focus is on developing Complete Street design solutions that improve conditions for pedestrians and bicyclists while also balancing the needs of other users, such as transit riders and motorists. Our staff include landscape architects, transportation planners, and engineers with experience taking projects from the planning stage through to implementation for a range of project types.

Two key factors set us apart: first, we do not fund our core business with projects that conflict with our values, which is rare in a world where a great deal of revenue for transportation consultants is generated by projects aimed at moving more cars, faster. Second, we have consistently served as an innovator on first-of-their-kind projects, both throughout the Southeast and across the country. As leaders in active transportation design and Complete Streets guidance, Toole Design is the ideal partner for the City of Pompano Beach in providing landscape architectural design services.

This on-call contract will be managed by **Eric Childs, ASLA, LEED AP®**. Eric is a senior landscape architect with a wide range of project management and design experience that includes streetscapes, public plazas, complex urban design projects, trails and parks, and the development of municipal streetscape standards. He is skilled at preparing high-quality documents for permit and construction. Eric will be joined by a team of experienced landscape architects, engineers, and planners, who collaborate closely to produce the highest quality, most comprehensive deliverables. **Ken Ray, PLA**, will serve as the Principal-in-Charge for this project and holds a license in the State of Florida. With nearly two decades of experience, he specializes in designing streetscapes with Complete Streets principles and working on Complete Streets master plans for cities. Other key project team members include **Ian Lockwood** as the team's Strategic Advisor and Livable Transportation Engineer, and **Chris Lambka** who will be responsible for the quality of all project deliverables. This is a team that balances innovation and practicality, focusing on equitable community engagement and implementable design solutions.

We are confident in our team's ability to deliver the highest quality work to the City of Pompano Beach, and we will commit the necessary resources to perform the work on schedule and within budget.

As Executive Vice President, I certify that the information included within this document is, to the best of my knowledge, correct as of the date indicated. If you have any questions or comments, please do not hesitate to contact me directly by phone at 301.927.1900 x107 or at reldridge@tooledesign.com. You may also contact Project Manager, Eric Childs by phone at 770.862.3883 or email at echilds@tooledesign.com.

Thank you for considering our team.

Sincerely,



Roswell Eldridge
Executive Vice President | Chief Operating Officer
Toole Design

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TECHNICAL APPROACH

TECHNICAL APPROACH

TEAM INTRODUCTION

Toole Design is the nation's leading engineering, planning, and landscape architecture firm specializing in mobility design and planning for pedestrian, bicycle, transit, green stormwater, and traffic calming infrastructure. As a firm, our mission is to create livable communities where mobility infrastructure contributes to a better quality of life for diverse residents, businesses, and visitors.

Toole Design's focus is on developing Complete Streets design solutions that improve conditions for pedestrians and bicyclists and balance the needs of other users, such as transit vehicles and motorists. Our landscape architecture and civil engineering services include concept designs, final design and construction documents, cost estimates, project coordination, and construction administration services. We have prepared construction documents for many miles of pedestrian safety and landscaping projects, road diets and utility relocations, protected bike lanes, off-road trails, and Green Street designs across the country. Due to our unique specialization in multimodal roadway design, we have a keen understanding of the design details associated with the various modes of transportation and how they interact. We authored FHWA's *Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts*, and we draw on this technical expertise to ensure that recommendations are safe and also feasible. We understand how improvements for one mode impact other modes and how to best achieve modal balance.

Toole Design is a Limited Liability Corporation operating continuously since its founding in 2003. The work on this contract is anticipated to be performed by staff in our Southeast offices, with the Orlando, FL and the Spartanburg, SC offices taking the lead. The Orlando office has a staff of four and the Spartanburg office has a staff of nine. With 200 professionals working companywide, we have the ability to engage landscape architecture, engineering, planning, design, research, and engagement experts across the company as needed to fulfill the needs of this contract.

ON-CALL UNDERSTANDING AND LOCAL NEEDS

Increasing people's ability to move freely and safely to access jobs by improving walking, bicycling, and access to transit is critical to Pompano Beach becoming a more environmentally sustainable, equitable, healthy, safer, and resilient community. As such, the City of Pompano Beach adopted a Complete Streets Manual in 2014 that laid the groundwork for the vision identified in the Transportation Element of the City's Comprehensive Plan Update:

The direction created by the goals, objectives, and policies of this element is to create a balanced system for pedestrians, bicyclists, transit users, and drivers. Implementation of these policies are intended to ensure accessibility and mobility to the City's residents and tourists while supporting local businesses, their customers and employees.



Toole Design specializes in transforming streets from places to traverse to places to visit.

The City has taken steps to put this commitment into action by proposing several key streetscape projects in its Five-Year Capital Improvement Plan for FY 2020-2024. These proposed projects include the Innovation District infrastructure improvements project, the Racetrack Road corridor, Powerline Road, Dixie Highway from McNab to Sample Road, and upgrades to the City's alleyways. The scope of work for these projects includes the elimination of travel lanes to be replaced with bike lanes, the application of Complete Streets concepts, green infrastructure and other drainage improvements, and the provision of aesthetic improvements such as street furniture, tree plantings, and sidewalk improvements. With directly relevant experience in Florida and numerous other multimodal on-call contracts in Boston, Denver, Houston, Los Angeles, Minneapolis, Seattle, and other cities, we understand the practical realities of implementing roadway and streetscape projects. We are eager to assist the City in successful outcomes for each assignment, no matter how big or small.

ON-CALL CONTRACTS EXPERIENCE

Toole Design's approach to on-call contracts is simple: no assignment is too small or too large, and we are ready to be called upon as needed and when needed. We are prepared to assist, and we will provide unparalleled responsiveness, quality, and professionalism.



At Toole Design, we build streets for people.

We understand the value of on-call contracts and the flexibility they afford to our clients. On-call contracts need to provide local governments with a balance of capabilities and cost efficiency—qualified staff should only be a call away, but jurisdictions should also only pay for the services they actually use. Through this on-call contract, the City of Pompano Beach will have a stable of qualified professionals ready to supplement full-time staff as needed. Toole Design's Contract Manager, **Eric Childs**, ASLA, LEED AP®, will identify the staffing team with the appropriate mix of skills and expertise to meet your needs for each task.

PROJECT ORGANIZATION AND MANAGEMENT

Toole Design has extensive experience leading similar on-call contracts, including for cities that are rapidly implementing connected multimodal networks. We have assembled a team of experienced and trusted professionals who will act as an extension of the City of Pompano Beach staff to deliver landscape architectural assistance with a focus on Complete Streets.

We understand that effective communication is a vital aspect of project management, and throughout this contract, Contract Manager **Eric Childs** will implement a comprehensive management approach that allows for effective communication between City of Pompano Beach staff and our team. Our approach will be easily scalable to match the level of effort and schedule for a given task—including tasks that change in ways that are outside of our team's control.

PROJECT MANAGER CHECK-IN CALLS

The task order project manager (PM) will schedule recurring check-in calls with the City Project Manager for each task. Depending on the duration and urgency of the task, these calls may be weekly, biweekly, or monthly. Toole Design will rely on these calls to monitor individual task delays or acceleration needs and communicate about specific plans for addressing them.

PROGRESS TRACKING AND REPORTING

Toole Design will track progress for each task via an Action Items Tracking Matrix describing key decisions and actions needed to drive each assignment forward. Each required action item will be assigned to an individual Toole Design Team staff member, and, where

applicable, will be assigned to the appropriate City of Pompano Beach personnel. It will be Toole Design's responsibility to follow up with staff between meetings to ensure action items are closed out in a timely manner. The Toole Design Team will submit monthly progress reports for each task order.

BUDGET MANAGEMENT

For tracking the budget on each task, Toole Design will use Deltek's Ajera Complete, a fully integrated project management and accounting software that follows generally accepted FAR accounting principles. This software system is used by all employees of the firm and provides instant access to project financial information such as direct and indirect expenditures, charges to a given project, status of invoicing and payments, and other critical project data.

QUALITY ASSURANCE / QUALITY CONTROL

Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work. Our utmost goal is to exceed client expectations. Every Toole Design project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Even before a project begins, the Contract Manager has considered the time required to appropriately review and approve all project deliverables as part of the proposed cost and schedule. Toole Design keeps internal documentation of our rigorous review process, providing our clients the confidence that projects are backchecked to ensure they meet the highest standards.

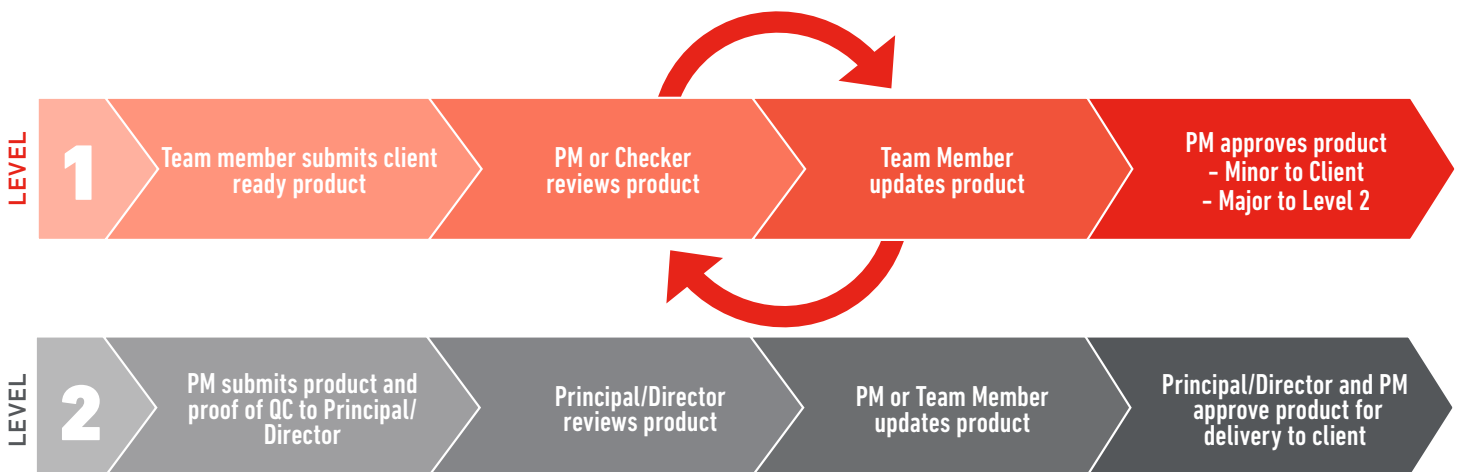
The quality of our work is further enhanced by our multi-disciplined and collaborative approach to all projects. This translates into solutions that have been tested, that are the culmination of experience from countless other projects, and that will be best suited to the City of Pompano Beach's needs.

Toole Design is happy to share our full QA/QC policy and program with the City of Pompano Beach. However, the program can be summed up simply: no report, drawing, or final product of any kind leaves our office without a documented review by a senior staff member.

PROJECT APPROACH

Toole Design brings both the general expertise and targeted specialized capabilities needed to cover the tasks outlined in this request. While the specific approach for each task will depend on the scope, scale, and goals of the project, our typical approach is as follows:

- As we are informed of the project objectives, depending on the complexity, we may request a meeting with the City to get a **clear understanding of the task scope and expectations**.
- We will then develop a **detailed task scope, fee structure, and work schedule** in coordination with City staff. We will develop a **project work plan** that will include a project schedule, list of key staff, communication protocol, QA/QC process, and an outline of critical decision points.
- Our team will schedule **recurring check-in meetings** with the project's leadership team.
- As we execute the project, we will document decisions in **meeting notes and monthly progress**



Toole Design's QA/QC process guarantees the quality of work.

reports. Clear and open communication is a key to our success: we hold our staff to high standards regarding client responsiveness and satisfaction.

Our team, starting with the Project Manager and task leads, will use its expertise to ensure that each task order runs smoothly. Toole Design is careful in the way in which we deliver projects. While this narrative is just a general overview, it illustrates how thoughtful we are about getting the project right. In everything we do, we prioritize people above all else. People use public and private spaces. People drive cars, use transit, and walk on streets. People enjoy recreation in parks and on trail systems. It starts by coming to the table with our client's desires and goals in mind. As we are negotiating the terms of the agreement, we are trying to fit the best slate of services in the project box. Toole Design strives to always fully understand the scope of the project and provide the most innovative services and scope items possible to get a high rate of return for our clients. Using hand sketches over CADD design or providing pop-up public events in addition to traditional presentations are a couple of ways we can draw outside the lines.



Toole Design staff go out into the field to analyze existing conditions as well as using different tools at their disposal.

PROJECT KICKOFF

The project kickoff is an important milestone for every project as this is where the direction is set and the path forward decided. We work closely with our clients to ensure all of the project needs are being met and the required deliverables are planned. These project management tactics are what sets Toole Design apart to deliver a successful project.

EXISTING CONDITIONS

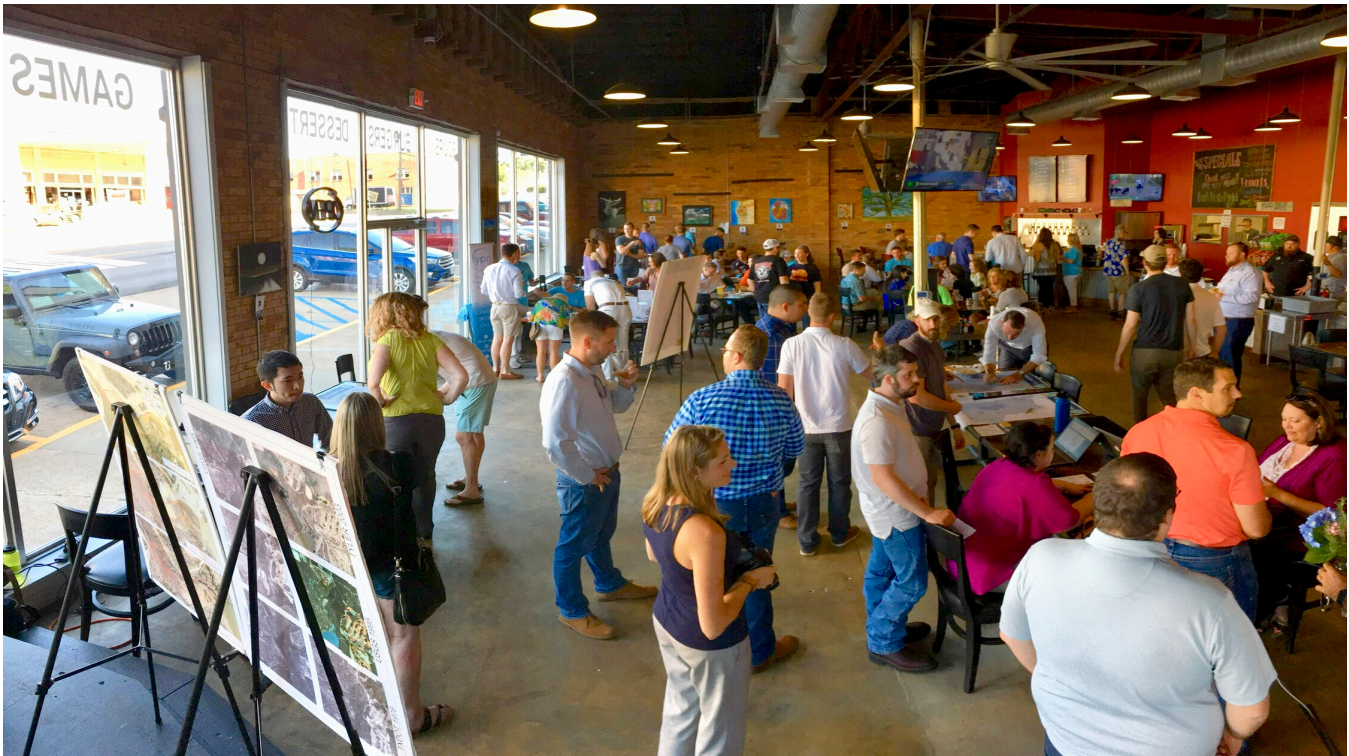
We recognize the importance of developing a solid foundation for detailed design. During this task, we conduct a thorough review of all existing planning documents, policies, regulations, GIS data, and historical data to better understand the context of the project. We will also conduct fieldwork to identify major constraints, key design opportunities, and other factors that inform our approach to the project.

PUBLIC ENGAGEMENT

We understand that public engagement will be integral to any project that directly impacts the community. The entire planning process will be open, transparent, and clear with multiple avenues of participation to ensure that a broad cross-section of **the public is directly, actively, meaningfully, and continuously involved.** While we realize that we will never gain unanimity of thought on what is best for all aspects of any project, we will seek to achieve informed consensus where everyone understands the planning process and acknowledges that solutions were crafted in a thoughtful and considerate manner. Communities and their surrounding environments grow and change over time. Our institutional knowledge, ability to speak to the local context, and expertise in the fields of planning and design will provide instant credibility with stakeholders and the public.

We know that the City is looking for a turnkey approach to public engagement; you can be assured that our team is prepared to provide a “soup to nuts” approach, reducing the burden on City staff. At the same time, we know how important it is for the City to own the planning process in the eyes of the public. To accomplish both goals, we will formulate a public engagement strategy that minimizes the work that City staff must do, but also maximizes the exposure that same staff has to the public.

We will provide a balance of tested public participation techniques with more innovative measures to capture a broad cross-section of the community, including those



When possible, Toole Design goes out into the community to meet people where they are.

that historically may not have participated in planning processes. A detailed public engagement program will be created and executed for the project. Outreach will be a two-way street: the public will inform the planning process by communicating their core values and guiding principles to the project team; and the project team will work to educate the public on the interrelationship of built environment, land use, regulatory controls, natural environment, economics, infrastructure, streets, transit, and bicycle and pedestrian facilities.

Realizing that one size does not fit all when it comes to public engagement, our approach includes a menu of available outreach strategies and techniques. It is our practice to initially identify a number of these techniques to formally incorporate into the public engagement program; however, as the project progresses, we will regularly take the pulse of the public to determine if our original outreach strategies are yielding the desired results. If not, we will not hesitate to work with City staff to make the necessary adjustments to ensure success.

While we will customize our approach to fit the needs and budget of the project, the following public participation strategies and techniques are available:

- Project contact database creation and maintenance.
- Press releases, newsletters, and e-newsletters to

communicate key project information and milestones.

- Online dissemination of project information, including a survey, interactive mapping application, and social media strategies.
- Stakeholder focus sessions and one-on-one interviews.
- Work sessions that include site visits, developing hand sketches of concept designs, and interviews with stakeholders and members of the public that draw out the community's core values that will translate into guiding principles to direct project planning and design.
- Pop-up meetings and tabling opportunities at places where the public is readily accessible (e.g., festivals, downtown gatherings, and neighborhood meetings).
- Public open house information meetings.
- Technical presentations to decision-making groups.

Should Pompano Beach wish to broaden communications for the project, Toole Design is fortunate to have an in-house communications staff that is fully capable of assisting Pompano Beach with any additional communication needs. Such services can be as basic as crafting press releases to as complex as developing and executing a comprehensive communications plan for the project. One area where our communications team is particularly adept is leveraging social media for maximum positive impact. We believe in intentional social media. While tweets

and posts may appear impromptu, they are actually planned out weeks in advance. This provides the City opportunity to review and approve all content before it is broadcast, allowing the City to control the message. Planned social media content combined with real-time photos from project meetings and gatherings that are happening “now” provide information the City can trust has been properly vetted while casting a spontaneous image with the public.

COVID-19 RESPONSE

The realities of living through the global COVID-19 pandemic are bringing new challenges every day. At Toole Design, our first priority is protecting the health and well-being of our staff and their families as well as our teaming partners, clients, and the communities that we serve. We recognize the current need to be adaptable and creative when it comes to stakeholder and community engagement. We have been a leader in digital engagement for years, and we are prepared to put those skills to work in Pompano Beach for as long as social distancing remains necessary.

On past, similar projects, our team has used a wide array of remote engagement strategies to reach a broad cross-section of the community, including:

- Interactive web maps and custom websites
- Online open houses and town halls
- Online surveys
- Virtual walk audits using Zoom’s mobile app or GPS-enables video cameras
- Social media strategies
- Direct outreach by telephone to representatives of historically marginalized groups (e.g., older adults, people of color, people with disabilities, low-income participants, non-English speaking households)

We have spent the past several months moving in-person committee and public meetings online, and we will apply the lessons we’ve learned to all projects in Pompano Beach. Strategies that will help us make the most of remote meetings include the following:

- Beginning with a technology tutorial that shows everyone how to participate and engage
- Holding multiple sessions at different times so people can engage when they’re available
- Integrating an online interactive polling tool
- Hosting on-line small group breakout sessions during large committee meetings to promote a richer discussion amongst fewer people
- Sending meeting materials in advance
- Inviting people to submit comments in many ways so that people of varying levels of technical



While COVID-19 has changed the way we communicate, it hasn’t changed our desire to communicate with and reach as many people in the community as possible through new and innovative means.

ability will be able to participate (e.g., in addition to providing feedback online, include a phone hotline for people to call and provide feedback/ask questions)

- Recording live sessions and post them online and allow people to continue to provide input over time
- Planning ahead for reaching hard-to-reach groups; this can include holding several iterations of the meeting in different languages, recording and playing a video of a sign language interpreter, and verbally stating the key points on each slide in a presentation so that participants with vision disabilities can meaningfully engage
- For Pompano Beach, we will be nimble and adapt our engagement strategies as needed to ensure we meet your goals and the community’s needs.

PLANNING

Improving the comfort and safety of all users of the City’s transportation network, while minimizing conflicts between those users, is essential. In planning for the continued expansion of bicycle and pedestrian infrastructure as it relates to their interface with

vehicular transportation, public transportation, and accessibility, national best practices will be utilized to enhance mobility and access. We will balance the interrelated needs of all modes of transportation through the consideration and analysis of quality of service, perceived comfort and safety, and capacity and delay. Throughout the transportation network, it would be ideal to provide exclusive space for each mode; however, it is more likely that this will not be possible in all situations. Therefore, where space is not available, planning tools must be in place to maximize safety and accessibility, improve mobility, reduce delay, and minimize modal conflicts wherever possible.

With the continued expansion/extension of the transportation network, it is essential to advance a vision. Non-motorized users – pedestrians and bicyclists – are more vulnerable in the transportation environment, and in the event of a crash suffer far greater injuries. Therefore, rather than giving singular priority to motorized vehicles, focus will be on planning for a network of streets, pedestrian/multi-use paths/trails, and transit services that provides for safe and effective movement of all transportation modes. Planning tools for the entire street environment will be provided.

At intersections, these issues are even more prevalent, as intersections are the places where all modes come together and have the greatest potential for conflict. Key environment, open space, and public realm considerations, at a planning level, include:

PEDESTRIAN EXPERIENCE

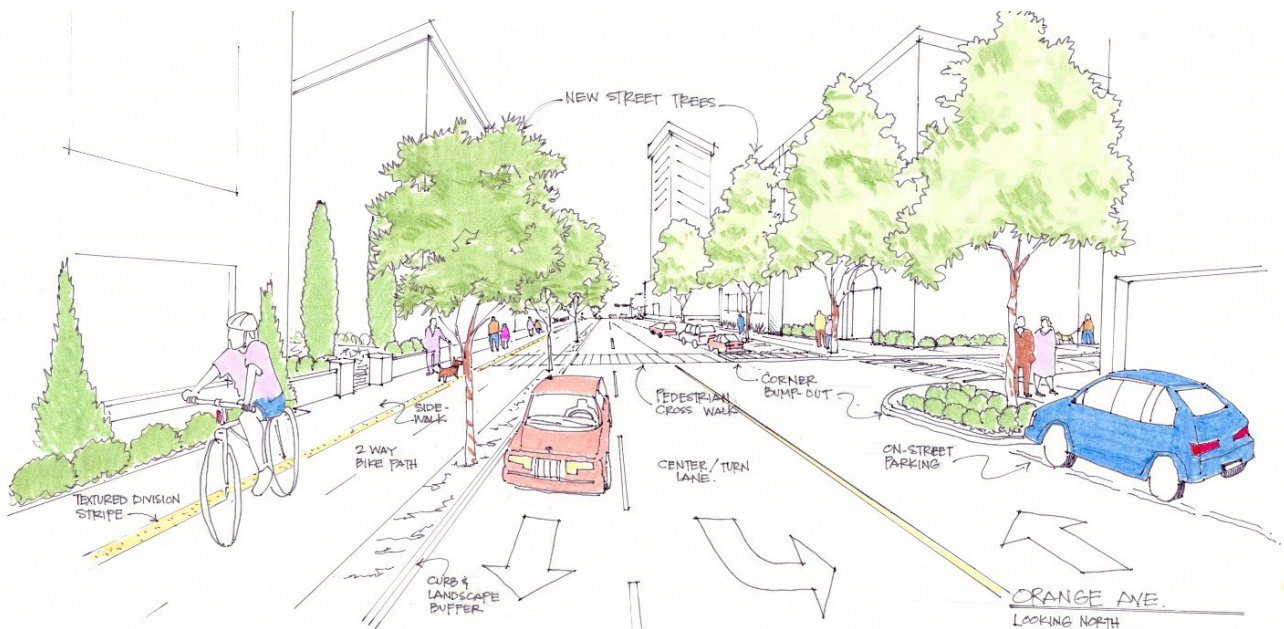
- Sidewalk widths
- Shorter crossings reflecting pedestrian desire lines
- Signal timing
- Trail connections
- Wayfinding
- Transparent, active, adjacent land uses
- Street trees landscape plantings
- Street furniture and public art

TRANSIT USER EXPERIENCE

- Benches and shelters
- Real-time route information
- Street furniture and public art
- Good pedestrian and bicycle interface
- Bikeshare stations
- Bicycle parking/transport on transit vehicles
- Wayfinding
- Trail connections

BICYCLIST EXPERIENCE

- Narrower motor vehicle lane widths
- Reduced turning radii
- Responsive traffic signals with bicycle detection
- Dedicated bicycle facilities (e.g., lanes, separated lanes)
- Level of comfort
- Trail connections
- Wayfinding
- Bikeshare stations
- Bicycle parking



During the planning phase, our team will consider the experience of all street users: pedestrians, transit users, bicyclists, and motorists.

MOTORIST EXPERIENCE

- Improved sight lines and visibility
- Dedicated space for all modes
- Warning signs and pavement markings
- Coordinated signal timing
- Phase-separated turning movements
- Wayfinding

DESIGN PROCESS

CONCEPT DESIGN

We start by analyzing space with a focus on how a project should look and feel. Our technically proficient, multi-disciplinary team is dedicated to creating a memorable and iconic experience that is enjoyable as a destination and a street to travel through; a path that is as memorable as a place. The street redesign projects identified in the Pompano Beach CIP can have transformational community-wide benefits beyond simply improving the streetscape. A dedicated, well-designed, and memorable streetscape for the community to gather will amplify the existing spirit of Pompano Beach.

Hand sketching and rendering are a large part of our conceptual design process no matter the project type. Typically, we conduct a workshop with the steering committee or other stakeholder groups to better understand the needs and desires of a community. The workshop not only gives the team information but tells us the personality of the community and about the people



This hand sketch of Young Circle in Hollywood, FL was produced after a multi-day charrette.

that live in it. Toole Design's goal is to design projects that are inclusive to the community that it serves.

SCHEMATIC DESIGN

Schematic Design is the second stage of the Design Phase which refines and adds detail to reduce the potential design solutions to a few feasible options. This effort is based on site investigations and additional analysis which incorporate and consider project goals, constraints, community values, best practices, budgets, stakeholder input, public input, and client acceptance. The solutions should meet project objectives and respond to the scale and relationship of elements internally (i.e. within the site, street, or area) and externally (i.e. to adjacent sites, streets, and areas) to the project.

At the end of the Schematic Design phase, we ask the client to select and endorse a preferred design. We typically provide formal documentation of major design decisions and rough order of magnitude costs for construction. Any required formal environmental documentation (NEPA Environmental Assessment, Environmental Impact Statement, Categorical Exclusion, or similar state/local level document) must be completed by the end of the Schematic Design Stage before work should continue in the Design Development or Engineering Stages. Environmental permitting associated with construction will continue through the Engineering Stages.



Renderings will help the City of Pompano Beach envision what could be, then Toole Design will help the City turn those visions into reality.

DESIGN DEVELOPMENT

Design Development is the third stage of the Design Phase where we verify that the preferred design is constructible and consistent with the original project purpose. We begin to develop supporting calculations and reports related to drainage, stormwater management, traffic signals, and structures. Existing drainage features and proposed changes to drainage patterns and preliminary grading are evaluated to identify potential needs for drainage capacity upgrades or treatment. Preliminary locations of proposed drainage and stormwater management (SWM) facilities are also determined.

Major design decisions necessary to lock cross sections and horizontal alignment must be made and set with public concurrence to result in only minor revisions in future stages if needed. For example, if the project was focused on transportation design, we would finalize decisions on lane width, curb radii, locations of signal poles, the layout of pedestrian crossings, and other design factors. For urban design projects, we would finalize sidewalk zone widths, street tree locations, confirm material choices and ensure that the design meets ADA requirements for storefronts and parking areas.

The design is at an approximate 30% level of completion at the end of Design Development. We typically identify standard specifications, outline project-specific special provisions, and begin initial discussions with permitting agencies.

ENGINEERING AND CONSTRUCTION DOCUMENTS

The bulk of the engineering and design work is accomplished during the Engineering Phase. The Engineering Phase is typically broken down into standard construction document submission milestones corresponding to 60%, 90%, and 100% documents with each submission relating to the level of completion of the biddable documents. These percentages may vary based upon the City's needs. We continue to refine supporting calculations and reports related to drainage, stormwater management, traffic signals, and structures; and prepare the first draft of the project specifications. The cost opinion is further refined, and additional drawings are added to create the full complement of plan sheets. Throughout each stage of the Engineering Phase, substantial Quality Control reviews are required prior to each submission to the client following the Toole Design Quality Assurance and Control Program. Toole Design understands that the City may have a slightly

different process, but we apply ours to all projects and adjust as necessary. A sample process is outlined below.

GENERAL ROAD, STREET OR TRAIL DESIGN APPROACH

- Task 1: Project Management/Quality Control Plan
- Task 2: Data Collection/Survey
- Task 3: Public and Stakeholder Involvement
- Task 4: Planning and Analysis (Traffic, Transit, Environmental, Geotechnical, etc.)
- Task 5: 30% Design
 - Task 5.1: Concept Design and Alternatives Analysis (5-10% Design)
 - Task 5.2: Schematic Design (10-15% Design)
 - Task 5.3: Design Development (30% Design)
- Task 6: 60% Construction Documents
- Task 7: 90% Construction Documents
- Task 8: 100% Bid Documents
- Task 9: Bidding Assistance and Construction Oversight



Toole Design is willing and capable of seeing every project through, from initial concept to design, to construction. Our team will help Pompano Beach from start to finish.



SCHEDULE

PROJECT SCHEDULE

We understand that every project will have its own unique schedule and goals. Toole Design will always tailor our project schedules to meet the task order and client need. We have provided an example schedule from a design and engineering project for your information. Microsoft Project and other software can be used if desired.

Tasks	Weeks																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
1 - Project Management																															
Ongoing Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2 - Data Collection																															
Survey	█	█	█																												
Final Survey				█	█	█	█																								
Environmental Permitting					█	█	█	█	█	█	█	█																			
3 - Traffic Analysis																															
Traffic Counts and Draft Memo	█	█	█																												
Final Memo				█	█	█																									
4 - Design Plan Development																															
Concept Plan Development			█	█	█	█																									
Concept Plan Review							█																								
Concept Plan Comment Resolution								█																							
60% Plan Development*									█	█	█	█	█																		
60% Plan Review												█	█	█																	
60% Plan Comment Resolution													█	█																	
Public Engagement**														█	█																
90% Plan Development															█	█	█	█	█	█	█	█	█	█							
90% Plan Review																								█	█	█					
90% Plan Comment Resolution																									█	█					
100% Plan Development																										█	█	█			
5 - Structural Design Services																															
Concept Design				█	█	█																							█	█	
6 - Public Meeting																															
Public Meeting																█	█														
7 - Bid Package																															
Bid Package Development																													█	█	
* 60% Plan Development start date is contingent on receiving City approval on concept roll-plot																															
** Substantive changes to the project plan may impact the project schedule																															



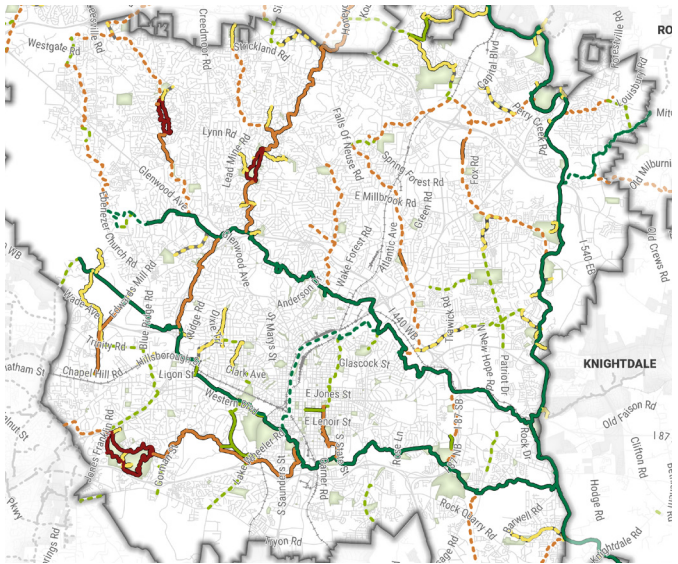
REFERENCES

REFERENCES

Toole Design includes nationally recognized experts in landscape architecture. The projects highlighted on the following pages demonstrate our team's ability to bring landscape architectural projects to construction.

YOUNG CIRCLE FEASIBILITY STUDY

HOLLYWOOD, FL



Young Circle is a historic traffic circle located just to the east of downtown Hollywood's vibrant retail and commercial center. It is approximately 1,000 feet in diameter, and seven streets intersect the circle, five of which serve as state and/or US highways. There are three travel lanes circulating in one direction and six traffic signals. Hollywood's Community Redevelopment Agency (CRA) has initiated a process to re-imagine Young Circle's operation and design so that it better integrates with downtown Hollywood's historic charm. The purpose of the feasibility study is to develop a concept for Young Circle that results in an integrated and memorable place that aligns with the area's unique history and advances community's aspirations.

CLIENT

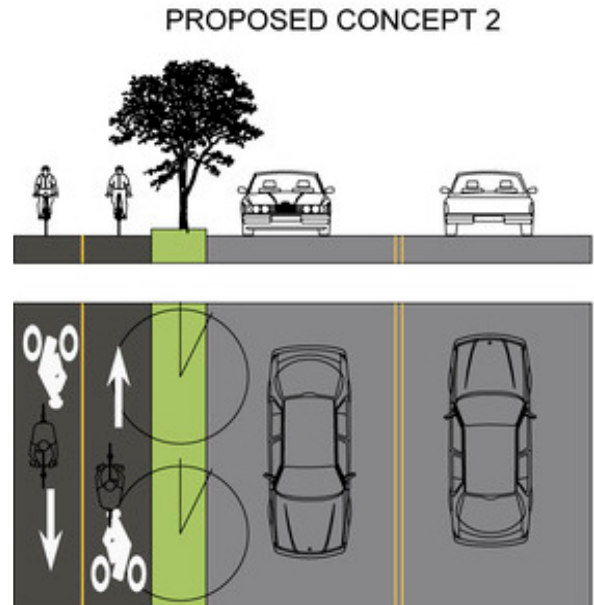
Hollywood Community
Redevelopment Agency
Jorge Camejo, Executive Director
1948 Harrison Street
Hollywood, FL 33020
954.924.2980
jcamejo@hollywoodfl.org

Toole Design staff conducted two one-week charrettes that were open and transparent for all stakeholders. As part of the charrettes, Toole Design staff facilitated the discussion to help understand the current issues with Young Circle and identify potential solutions. A total of 12 potential solutions were identified, out of which three were selected as viable. The final preferred alternative incorporated a Complete Streets solution that greatly improved multimodal access and extended the economic vibrancy of downtown to the park located in the middle of the Circle.

Project Fee: \$50K

CORAL GABLES CITYWIDE BICYCLE INFRASTRUCTURE DESIGN SERVICES

CORAL GABLES, FL



Toole Design is the prime consultant on this unique bicycle infrastructure project. The City of Coral Gables is implementing the Bicycle and Pedestrian Master Plan with a low-stress bicycle network. This network aims to develop protected bike lanes, shared use paths, and bike boulevards to encourage more residents to bicycle. With a proud urban planning history, the Coral Gables Public Works Department wishes to ensure that the proposed improvements accentuate and not detract from the beauty of the city, and that the improvements are as attractive as they are functional.

Toole Design is overseeing design concepts, coordinating public participation, and providing construction documents for approximately 6.5 miles of low-stress bicycle infrastructure. Where possible, our concepts take advantage of existing traffic-calming improvements along the City's streets, as accentuating those corridors with additional moderate improvements will be more cost effective. In touring the city by bicycle, Toole Design has also been able to provide guidance on phased improvements for alternative routes. Additionally, the design concepts recognize local environmental considerations in avoiding the root zones of large banyan trees.

CLIENT

The City of Coral Gables Public Works Department
Jessica A. Keller,
Assistant Director
Sustainable Public Infrastructure Division
2800 SW 72nd Avenue,
Miami, FL 33155
305.733.0122
jkeller@coralgables.com

Project Fee: \$334K

MIAMI-DADE CONNECTIVITY MAPS

MIAMI-DADE, FL



Toole Design is working with AECOM to develop bikeway and trail connectivity plans for each Commission District in Miami-Dade County. Each connectivity plan will assess existing conditions, analyze destinations, and provide project lists and final connectivity maps. Internal connectivity for each commission district will be addressed along with more regional network links between districts.

Miami-Dade County's Commission Districts vary in a multiple ways, including but not limited to size, population density, and number of local and regional destinations. Toole Design is developing a series of maps for each Commission District that highlights zoning, civic and institutional uses, parks, schools, and existing transportation infrastructure. Illustrating the existing conditions will help the project team understand local and regional desire lines and prioritize bicycle and pedestrian facilities that have the greatest benefit to local users.

Toole Design will use the existing conditions to develop priority recommendations for each Commission District. Recommendations will emphasize a phased approach to implementation while also considering regional connections between Districts. The final connectivity study will result in an actionable plan that can be used by County Commissioners as they seek to increase mobility options for residents and visitors.

Project Fee: \$65K

CLIENT

Miami-Dade County
Parks, Recreation, and
Open Spaces Department
Matilda Reyes
Assistant Director of
Planning, Design and
Construction Excellence
111 N.W. 1st Street,
Miami, FL 33128
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matilda.reyes@miamidade.gov

DENISON DESIGN PHASE ONE

DENISON, TX



Toole Design worked with the City of Denison to redesign key corridors and spaces within the downtown core. Denison was the first rail town in Texas and has a rich history as a vibrant small town just an hour north of Dallas.

Central to our design approach for this project was making the City's downtown an attractive and accessible place to be for people of all ages and abilities. Our design work was focused on two key streets within the community— Main Street and Barrett Street — as well as redesign of a 2.3-acre vacant lot, and a park. Our team developed initial concepts through a two-week design workshop in Denison, engaging with many members of the community while and distilling their input into a cohesive urban design strategy.

Main Street and Barrett Street will be redesigned to be flush streets that re-purpose more than half of the right-of-way into pedestrian space, café seating, and outdoor retail space. The vacant lot will serve as the civic heart of the community and will include a community center, flexible pavilions, and areas for large festival events.

Our team was retained for continuing services, including additional design work for other areas of the community, feasibility studies, and cost estimates. We will work with the City to provide full Plans, Specifications, and Estimates for all streetscape, plaza, and park design work, as well as final design services.

Project Fee: \$1.1M

CLIENT

City of Denison
Jud Rex, City Manager
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Denison, TX 75021
903.465.2720
citymanager@cityofdenison.com

CAPITAL CITY BIKEWAY AND JACKSON STREET RECONSTRUCTION

SAINT PAUL, MN

Toole Design led the design and engineering of Jackson Street in downtown Saint Paul. This \$12.4 million project includes full roadway reconstruction from building face to building face, as well as the addition of the first segment of the Capital City Bikeway featuring a sidewalk level protected bikeway. The City of Saint Paul undertook this major reconstruction effort in order to replace failing utilities, repair the deteriorated pavement surface, and improve bicycle and pedestrian accommodations along the corridor while also improving the streetscape along Jackson Street. This project was designed on an accelerated schedule – Toole Design took the project from concept to final construction plans in nine months.

Toole Design applied for and received approval for a State Aid variance for reduced curb reaction and parking lane widths. Drawing on the firm’s national expertise in protected bikeway facility design, the Toole Design Team developed a sidewalk level protected bikeway with protected intersections and bike signals to provide safe bicycle accommodations along Jackson Street. Pedestrian improvements included widened walkways, ADA accessible ramps at 43 intersection quadrants, and ADA-compliant entrances to building fronts, a major challenge in the constrained project corridor.

The project included utility relocations within the project corridor, a major challenge given the scale of utilities in the downtown Saint Paul area. The City of Saint Paul developed watermain and sanitary sewer improvements for inclusion in the project construction documents.

Other project elements included storm sewer and stormwater best management practices (BMP), traffic control, landscaping, signing and marking, branding and wayfinding elements, traffic signals, lighting, sitting areas and erosion control. All roadway plans and specifications were prepared in accordance with applicable MnDOT and City of Saint Paul policies and standards.

By focusing on carrying bicycle and pedestrian improvements through detailed project design, the Toole Design Team was able to ensure that the final project construction product achieved the City’s goals of making biking and walking in the downtown area accessible and comfortable for all users. Toole Design delivered a quality product on this accelerated schedule by facilitating constant communication between project stakeholders and strict adherence to the project’s quality control and quality assurance procedures.

Project Fee: \$3.2M



CLIENT

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NORTH LYNN STREET ESPLANADE

ARLINGTON, VA



This project was an ambitious public space initiative that bridges Interstate 66 (Custis Memorial Parkway) between eastbound and westbound Lee Highway and reconnects downtown Arlington to the Potomac River waterfront. Toole Design was the prime consultant enlisting a team of experts to deliver this complex project to Arlington County including geotechnical engineers, surveyors, structural engineers, artists, electrical engineers, and construction managers.

The North Lynn Street Esplanade project reconstructed an existing bridge over Interstate 66 to transform the structure and its surroundings with inviting pedestrian spaces, public art, expanded bicycle facilities, energy-saving LED lighting, and landscaping. The project incorporated multimodal safety enhancements such as crosswalk improvements, traffic signal upgrades, and new signage. Proper design and construction of the Esplanade required extensive coordination with a wide variety of engineering disciplines and technical specialists, as well as a project artist. The structural engineering was particularly complex due to the need to expand the existing structure and incorporate several artistic curved retaining walls that align the Esplanade and connect to existing support walls. Geotechnical engineers were responsible for conducting subsurface investigations and providing recommendations for structures, pavements, and stormwater management features. The traffic signal and lighting work also required extensive coordination with utility relocation work.

Coordination was conducted through the planning and design process with numerous agencies and stakeholders including the National Park Service, Federal Highway Administration, Virginia Department of Transportation, internal County Departments and the public. Toole Design was instrumental in demonstrating the project feasibility and gaining approvals for innovative project solutions such as narrowing and reducing lanes (lane diets and road diets) to improve modal balance.

Project Fee: \$1.7M

CLIENT

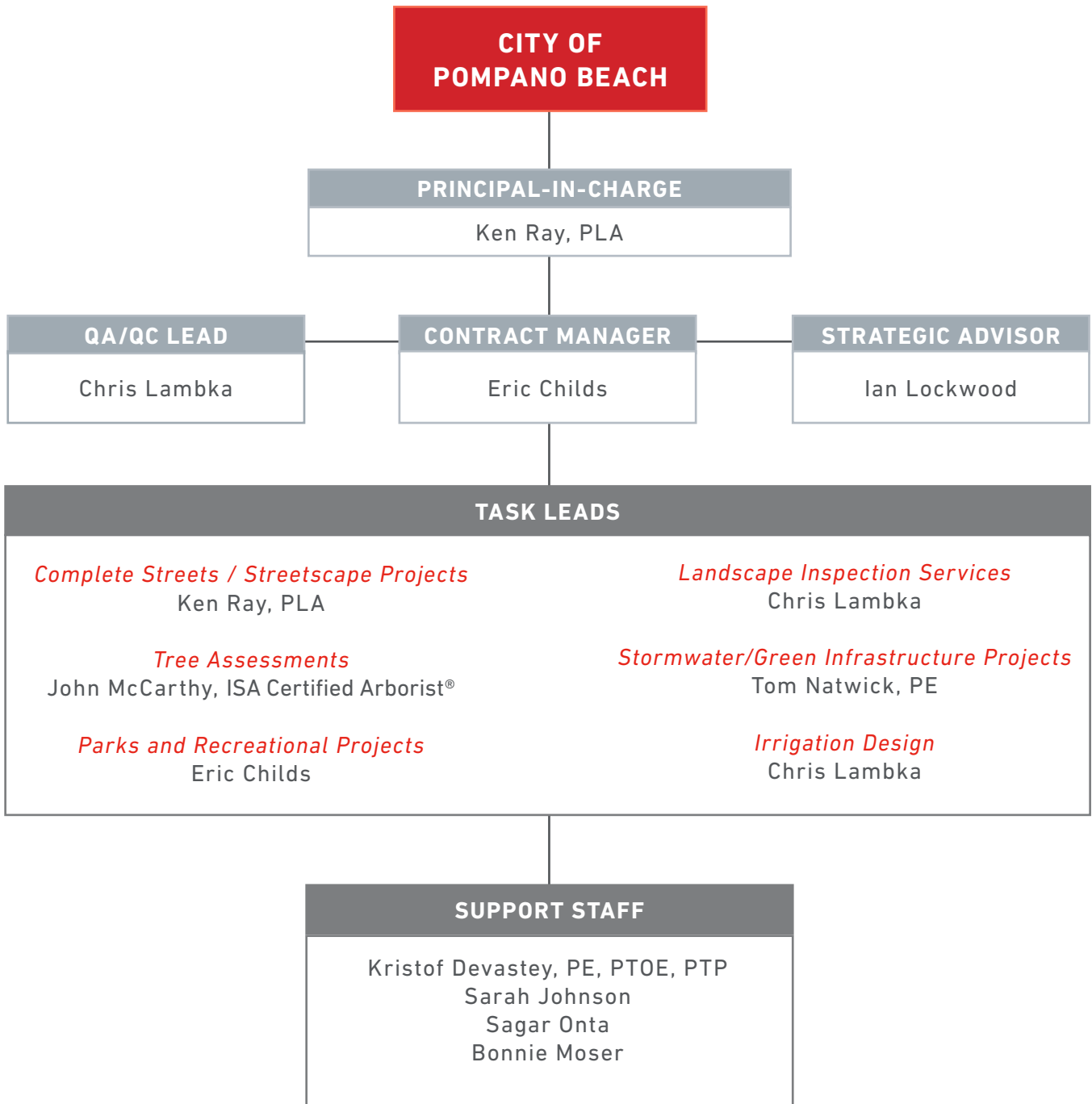
Arlington County Government
M. Valerie Mosley, PLA, AICP,
Capital Project Manager
Division of Transportation
2100 Clarendon Boulevard
Ste 900
Arlington, VA 22201
703.228.4938
mvmosley@arlingtonva.us



ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

The organizational chart below illustrates our proposed approach to staffing the various project types and scopes of services that may arise from the City of Pompano Beach’s Continuing Contract for Landscape Architectural Services.





STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

For ease of review, this section of our qualifications package specifically describes our unique skills and experience with the scope of services and types of tasks described in your solicitation. The experience of individual team members is highlighted in the Resumes section. As a multi-disciplinary landscape architecture, engineering, and planning firm, Toole Design provides expertise in mobility planning and design for pedestrian, bicycle, transit, green stormwater, and traffic calming infrastructure. We therefore request consideration for the following project types and services (categories correspond to the listing in the Request for Letters of Intent):

- Project Types:
 - Roadway, streetscape, or parking lot projects
 - Parks and recreational facilities
 - Stormwater / drainage improvement projects
 - Assist other civil engineering-focused project types that require landscape architectural services as needed
- Scope of Services:
 - Prepare general landscape architecture design documents for construction
 - Prepare irrigation design / modifications for construction
 - Prepare signed / sealed tree assessment and survey
 - Provide landscape inspection services
 - Assist with applicable permitting of landscape
 - Construction documents

Over the past few years, the City of Pompano Beach has undertaken initiatives with the objective of increasing livability and sustainability, creating more equitable and inclusive access to transportation, and increasing economic vitality. As outlined in its Comprehensive Plan update, Pompano Beach put forth both land use and transportation planning priorities focusing on building a transportation network for all modes that connects people to major employment, residential, commercial, and recreational destinations. We believe that the development of a well-connected network focused on safety, mobility, and equity (social, demographic and modal) is key to meeting these objectives.



All aspects of streetscape design, from landscaping to materials selection, help create a sense of place.

Toole Design is nationally recognized for our work in Complete Streets planning and design, multimodal safety, and pedestrian and bicycle planning. We have written design guidelines, provided trainings and workshops, and developed bicycle and pedestrian plans and construction documents for hundreds of reimagined streets across the country. Our project experience spans the planning and design for bicycle lanes, separated bicycle facilities, shared streets, bicycle routes, and implementation of Complete Streets projects throughout the U.S. Notable projects include the Woodland Avenue Complete Streets Design (Knoxville, TN), Lenexa Complete Streets Design (Lenexa, KS), Minneapolis Complete Streets Implementation Framework (Minneapolis, MN), Prince George's County Urban Street Design Standards (Prince George's County, MD), and the Omaha Complete Streets Design Guidelines (Omaha, NE). Toole Design is ready and eager to work proactively with the City to plan, design, and build a multimodal transportation network that improves resiliency and provides healthy transportation choices that are accessible to all residents.

COMPLETE STREETS: ROADWAY AND STREETSCAPE DESIGN

It is our understanding that this category of services may include preparing, developing, and reviewing roadway and/or streetscape design plans and illustrations relating to urban, architectural, and

landscape design. Projects may include all or some of the tasks: traffic calming, street furnishings, transit amenities, materials, wayfinding, landscaping, green infrastructure, public art, and parking facilities. The development of these amenities shall be guided by urban design best practices such as the *Pompano Beach Complete Streets Design Manual*, National Association of Transportation Officials (NACTO), AASHTO, *Public Right-of-Way Accessibility Guidelines (PROWAG)*, to name a few. Within the urban streetscape it is understood that all aspects of the landscape shall be included in this category, such as pocket park design, hardscape and materials selection, green infrastructure design and location, furnishing placement, public art incorporation, assessment of existing trees, lighting design, crossing treatments, wayfinding design, and general roadway layout. With design staff from varied backgrounds, we can take challenging and ambitious design goals and develop detailed documents that make construction go smoothly, minimize adverse impacts, and produce cost-effective results.

STREETSCAPE DESIGN

Toole Design's urban design experience includes projects that re-envision city streets, roads, and public spaces with multimodal transportation facilities such as bicycle lanes, shared use trails, traffic calming treatments, and special intersection treatments such as curb extensions, midblock crossing design, and other related transportation facilities. Our team has particular expertise with streetscapes and Complete Streets, interpretive materials, and landscape amenities, as well as incorporating sustainable practices such as bioretention measures and permeable surfaces.

Toole Design is on the cutting edge of Complete Streets roadway design, and we have experience working in complex multimodal environments, including rail and transit stations, airports, and schools. Our engineers have prepared concept plans and construction documents for many miles of pedestrian safety/streetscape projects, road diets and street "right sizing" projects, protected bike lanes, and green street designs across the country. We work closely with transportation engineers to discuss the pros and cons of new

design solutions, and to work through trade-offs associated with reconfiguring roadway cross sections to address pedestrian, bicycle, motorist, and transit users' needs while enhancing safety.

Toole Design has experience facilitating design workshops and charrettes to identify design goals such as creating gateways or vistas, planning for areas to travel and rest, and locating green infrastructure opportunities. These workshops can also identify key elements and themes such as finishes, ornamental treatments, types of landscaping, and public art concepts.

Another key component to creating and reinforcing the overall image of a streetscape project is a coordinated landscape design which incorporates new plantings, reinforces existing vegetation, and provides efficient connectivity throughout a corridor for all modes of transportation. We believe it is important to integrate our designs into their surroundings, as well as present viable solutions for our clients that consider budget and maintenance.

Toole Design's approach to planting design is centered on purposefully placing and selecting native plantings in the landscape and protecting existing vegetation which creates or restricts views and vistas, provides shade and color, and most of all creates a cohesive theme throughout a project. Plantings help achieve a spatial definition and reinforce major spaces to help establish an overall site. Our designers are cognizant of the challenges urban roadway corridors create. Planting locations are coordinated with intersection and



Toole Design uses planting design, streetscape, and hardscape design to create streets that are attractive and functional.

driveway sight lines, lighting, and underground utilities to ensure that street trees do not cause conflicts with other site features as they mature.

Cost-effective/Low Maintenance Sustainable Design is another integral component of our approach to streetscape design. Toole Design understands the constrained maintenance budgets that many communities must deal with, and strives to provide attractive, low-cost planting and hardscape materials that require minimal maintenance. Minimizing extensive maintenance and reinforcing the importance of sustainable materials is imperative to ensuring longevity of the overall streetscape design.

BIKEWAY DESIGN

Toole Design has planned and designed hundreds of miles of bicycle lanes, separated bicycle facilities, shared lanes, bicycle routes, bicycle boulevards, and shared use paths. We are recognized for our work on on-street bicycle facilities, intersection safety improvements, and complex streetscapes and Complete Streets designs. As authors of the upcoming edition of the *AASHTO Guide for the Development of Bicycle Facilities*, FHWA's *Achieving Multimodal Networks*:

Applying Design Flexibility and Reducing Conflicts, and many other notable design guides, we are familiar with proven and accepted treatments, and we draw on this technical expertise to ensure that recommendations are feasible and more safe.

PEDESTRIAN DESIGN

Similarly, as the authors of the *AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities* and FHWA's *Pedestrian Engineering Best Practices Report*, we have the national expertise and best-practice knowledge necessary to create innovative, context-sensitive designs for pedestrian facilities. We are experts in a wide variety of methods for improving the pedestrian experience, from crosswalk and sign improvements to traffic signal upgrades and ADA compliance. Our pedestrian designs have included park master plans, plaza designs, intersection treatments such as curb extensions, and mid-block crossings with Rapid Rectangular Flashing Beacons or Pedestrian Hybrid Beacons.

ROADWAY DESIGN

Toole Design approaches roadway design with a Complete Streets philosophy and all of our engineers and designers have been trained in the application



Toole Design specializes in creating safe space for all modes of travel.



Toole Design is a national leader in establishing the design guidelines of Complete Streets.

of multimodal best practices. Toole Design is leading the industry in developing engineering design standards for innovative treatments such as protected intersections. Toole Design's engineers and designers augment their Complete Streets design philosophy with a targeted safety approach aimed at making compliance by motorists, cyclists, and pedestrians the "path of least resistance."

Through our years of experience working with FDOT, Toole Design is very familiar with their standards, policies, and procedures. We are also well-versed in the design tools that FDOT uses to complete its projects. Toole Design staff includes designers skilled with plan production and engineering design utilizing MicroStation, GeoPak, and GeoPak Drainage, as shown in the resumes included in this Statement of Qualifications.

Tasks issued under the Roadway Design category may also include peer review of designs by other firms, for compliance with FDOT and American Association of State Highway and Transportation Officials (AASHTO) standards, safety, constructability, and other key considerations. We routinely perform these types of reviews for our own work, using staff not involved in each project. In recent years, Toole Design has also been involved in a number of major program management contracts where senior engineering staff are performing peer and constructability reviews. Toole Design's reviews typically focus on safety, compliance with design standards, constructability, phasing and maintenance of traffic, and opportunities for capital and maintenance cost savings.

Lastly, tasks issued under the Roadway Design category may also include development of design standards manuals and procedures on behalf of FDOT. Toole Design has led the development of design guidelines at federal, state, and local levels, including:

Federal

- *AASHTO Guide for the Development of Bicycle Facilities* (2012 and forthcoming update)
- *AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities* (2004)
- *BIKESAFE Bicycle Safety Guide and Crash Countermeasure Selection Tool* (2014)
- *FHWA Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts* (2016)
- *FHWA Guide for Incorporating On-Road Bicycle Networks into Resurfacing Projects* (2016)
- *FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety* (2013)
- *FHWA Innovative Street Design Practices and Accessibility* (2018)
- *FHWA Shared Use Path Level of Service* (2005)
- *PEDSAFE Pedestrian Safety Guide and Crash Countermeasure Selection System* (2014)

State/Local

- Alexandria, VA *Complete Streets Design Guidelines* (2016)
- Boston, MA *Complete Streets Guidelines* (2013)
- Charlottesville, VA *Streets That Work Plan* (2016)
- Dallas *Complete Streets Design Manual* (2013)
- Massachusetts Department of Transportation *Separated Bike Lane Planning & Design Guide* (2015)
- Saint Paul, MN *Street Design Manual* (2014)
- Seattle, WA *Right of Way Improvement Manual* (2017)

PARKS AND RECREATIONAL FACILITIES

Our project experience includes planning for parks and open spaces, recreational trails, greenways, sidewalks and walkways, streetscapes and Complete Streets, bicycle facilities, interpretive and wayfinding signage, landscape amenities, and sustainable project elements such as bioretention and permeable surfaces. We use a multidisciplinary approach that integrates planning, engineering, landscape architecture, ecological studies, environmental permitting, and public art. Our master and site planning experience includes:

- **Feasibility and due-diligence studies:** Investigation and analysis of potential improvements,

identification of initial and long-term costs, and feasibility of implementation.

- **Master planning:** Forward-thinking solutions that thoroughly detail agreed-on project improvements and provide workable implementation strategies.
- **Site planning and preliminary design:** Combining creative thinking with a thorough understanding of the project goals and program, site opportunities and constraints, permitting requirements, available funding, and public expectations.

We recognize that good planning and design can increase the value – both actual and perceived – of the natural landscapes and ecological systems that are at the heart of Pompano Beach’s parks. We will work to create functional, enjoyable, aesthetically rich, and ecologically sound landscapes through a systematic approach that achieves project goals and objectives.



Toole Design is experienced in creating designs and plans for large scale parks and recreational facilities like this one in Chesnee, SC.

STORMWATER MANAGEMENT AND GREEN INFRASTRUCTURE DESIGN

Toole Design understands that this category, Stormwater Management (SWM) and Green Infrastructure (GI) Design, will include preparing design plans, special provisions, cost estimates and bid documents to construct SWM and GI practices. We are capable and have the experience to perform the many tasks associated with this category including but not limited to: hydrologic and hydraulic analysis of project areas to determine optimum placement and sizing; preparing for appropriate permits; preparing planting plans for SWM areas; and performing watershed and neighborhood scale site analysis to determine optimum and available locations. These tasks may include appropriately locating and designing for the following practices: vegetated stormwater collection and treatment practices, bioretention facilities, permeable pavements, enhanced tree growing conditions, landscape areas, infiltration practices, water storage areas, green alleys, and drainage systems.

Toole Design has experience developing creative SWM solutions for complex urban environments. Based on our experience, the following key considerations are vital to the project’s success: choosing most optimal and appropriate best management practices (BMP) locations in the constrained urban area; selecting appropriate BMPs based on soil conditions, existing drainage patterns, and context of the surrounding areas; prioritizing maximum retention and cost efficiency of BMP facilities; designing facilities to retain maximum stormwater within geometric constraints; minimizing utility and property impacts; coordination with adjacent development projects and landowners; and selecting native plant materials to create attractive and functional stormwater facilities.

URBAN STREET TREE CANOPY STUDY

Toole Design has prepared plans to replace urban tree canopies that were lost during construction. Our team’s arborist, John McCarthy has worked with homeowners and municipalities in preparing tree inventories and condition analysis to help guide recommendations for the protection, removal, or replacement of individual trees based on proposed site disturbances. John has

prepared tree preservation plans including best practice details for tree protection, calculations relating to canopy coverage, and tree mitigation where applicable.

PERMITTING OF LANDSCAPE CONSTRUCTION DOCUMENTS

This category includes construction engineering and management for street and roadway construction projects, sidewalk repair and replacement, signing and pavement marking projects, and shared-use path (trail) construction. Toole Design has experience working with contractors on both traditional design-bid-build and 'design-build' projects. In addition to working with contractors, Toole Design can provide this service for projects where youth corps or other non-traditional forces are undertaking construction activities.

Toole Design routinely performs Construction Oversight services on many of our projects, including facilitating pre-bid and pre-construction meetings, responding to contractor requests for information during bidding and construction, preparing bidding documents and bid addenda, reviewing construction bids and recommending contract awards, reviewing contractors' shop drawings and submittals, and performing periodic site visits and inspection of finished work.

Construction engineering and management work could include bidding assistance, construction management, inspections, submittal, schedule and payment review, and as-built drawing preparation. While many of these services are provided on an as-requested basis, the following describes a general approach to services from the beginning of the bid phase through completion of construction:

- Coordinate with the City of Pompano Beach to facilitate pre-bid meeting, prepare agenda incorporating standard discussion topics, and any special conditions that apply to the project.
- Respond to bidder questions in a timely manner, and prepare bid addenda, if necessary for responses.
- If desired, prepare conformed documents incorporating all bid addenda once bids are received.
- Review and compare bids, providing the City with a draft memo recommendation to award the contract.
- Assist the City with preparation of Award Letter and official Notice to Proceed.
- Coordinate with the City to facilitate pre-construction meeting, prepare agenda



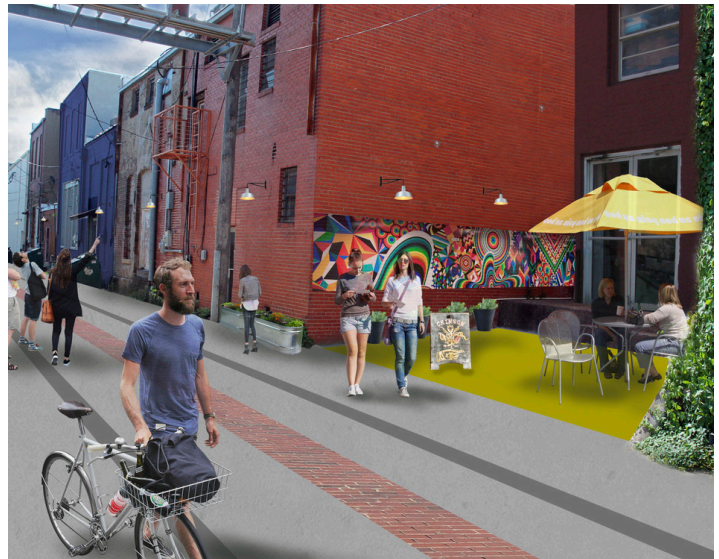
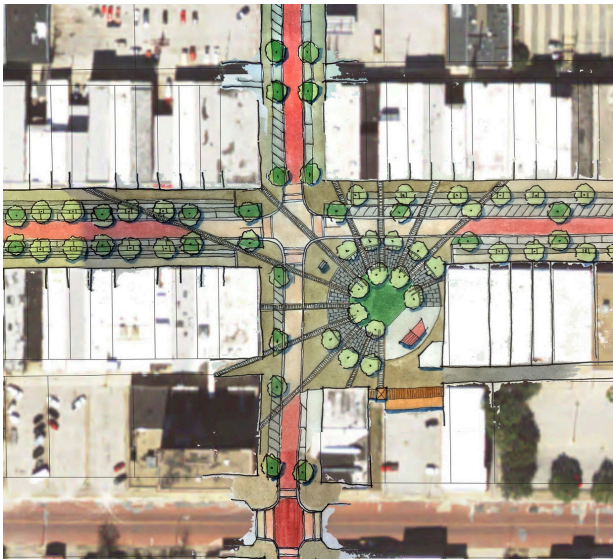
Toole Design doesn't just help design great streets; we help build them as well.

incorporating standard discussion topics, and any special conditions that apply to the project. Request contractor's baseline schedule, submittal log, and quality control plan.

- Set up an electronic tracking system for contractor submittals, requests for information (RFI), and correspondence.
- Facilitate and record weekly or bi-weekly construction progress meetings with the City and the contractor. Track and diligently follow up on action items.
- Engage in daily inspections, daily and weekly reporting. Provide reports to the City on a weekly basis.
- Monitor and record constructed quantities daily and reconcile with contractor's monthly payment requests.
- Communicate potential change orders with the City immediately as they are known and assist the City in reviewing change order documentation and timely resolution.
- Prepare final punchlist at the end of construction. Coordinate with City and the contractor to ensure all punchlist items are repaired/resolved prior to project closeout.
- Assist the City to prepare final project closeout documentation and archive project documentation.

COMMUNITY OUTREACH, ENGAGEMENT, AND FACILITATION

At the regional and local levels, people want to have a say in major decisions that affect their community. Conducting community engagement with a process that yields the most benefits is essential.



Toole Design has seen Denison, TX through the initial envisioning, planning, and design phases. By January 2021, we will have seen them through all the way to construction.

Successful community outreach is not a form of one-way communication. Engagement represents an opportunity for mutual education and surfacing ideas and issues that decision-makers and staff may not have considered.

We have a diverse set of experience leading and facilitating community engagement for agencies and in communities large and small throughout the U.S. In coordination with City of Pompano Beach staff, we can develop public outreach plans that are specific to the needs of each community. We often use real-time polling, using mobile texting and handheld keypad devices, develop interactive maps that allow the public to highlight issues and opportunities in their respective communities, as well as provide access to collected data in-person and remotely. We know that people accept and support informed decisions that they help develop, even when the decisions are hard. Our goal is to ensure the attendance of citizens and stakeholders within the planning area and to maximize involvement. This will lead to a sense of ownership over projects

that will affect the future of their community. In order to maximize public engagement, we need to account for cultural diversity, especially when trying to engage populations and communities that are typically less involved. This can be accomplished by publicizing meetings through appropriate local media outlets that resonate with the populations we need to hear from. Translating notices and information into a variety of languages commonly used by the community's residents will also be important.

We believe that public meetings should be both engaging and entertaining. Our workshops and design charrettes allow the public to be fully immersed in the planning and decision-making process. These methods range from on-the-spot conceptual drawings using markers and trace paper, to 3D visualization tools in order to effectively convey planning and design concepts to the public. We can assist with developing content for presentations, facilitate and lead meetings, select and secure meeting venues, issue public notices, and document meeting minutes.

EXPERIENCE MATRIX

SCOPE OF SERVICE AREAS

	Streetscape Design	Roadway Design	Bikeway Design	Pedestrian Design	Parks and Recreational Facilities	Stormwater and Green Infrastructure	Tree Studies and Assessments
RELEVANT TEAM PROJECT WORK							
Dillard Street Complete Streets, Winter Garden, FL	✓		✓	✓		✓	
Young Circle Feasibility Study, Hollywood, FL	✓	✓		✓			
Coral Gables Citywide Bicycle Infrastructure Design Services, Coral Gables, FL	✓		✓	✓			
Bonita Beach Road Visioning Study, Bonita Springs, FL	✓		✓	✓			
Downtown Orlando Connector Trail, Orlando, FL		✓	✓				
North Lynn Street Esplanade, Arlington, VA	✓	✓	✓	✓		✓	
Designing Downtown Denison, Denison, TX	✓	✓		✓	✓	✓	
Jackson Street Reconstruction, Saint Paul, MN	✓	✓	✓	✓		✓	
Florida Avenue 30% Design, Washington, DC	✓	✓	✓	✓			✓
ON-CALL CONTRACTS							
Forward Pinellas MPO, St. Petersburg, FL	✓	✓	✓	✓	✓		
Alexandria Multimodal On-Call, Alexandria, VA	✓		✓	✓			
Anacostia Waterfront Initiative On-Call, Washington, DC		✓	✓	✓		✓	
Arlington On-Call Multimodal Transportation, Arlington, VA	✓	✓	✓	✓			
Charlottesville On-Call Multimodal Transportation, Charlottesville, VA	✓		✓				
Central Michigan University On-Call Urban Design Services, Mount Pleasant, MI	✓		✓	✓			
City of Spartanburg On-Call, Spartanburg, SC	✓		✓	✓	✓		
Florence On-Call Street Improvement Projects, Florence, SC	✓		✓				
South Carolina DOT On-Call Transportation Alternatives	✓		✓	✓			



RESUMES OF KEY PERSONNEL



KEN RAY, PLA

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 16
Toole Design: 2013-Present
AECOM: 2009-2013
Glattig Jackson Kercher Anglin, Inc.: 2007-2009
Rolling Hills Nursery: 2001-2004

EDUCATION / CERTIFICATION

Master of Landscape Architecture, University of Florida: 2007
Bachelor of Arts, Agriculture Area of Horticulture, Murray State University: 2000
Professional Landscape Architect: FL, MD, MN, OH, SC, VA

AWARDS

Florida American Planning Association Award of Merit: InVision Tampa
American Society of Landscape Architects Award of Excellence: Nemours Children's Hospital
American Society of Landscape Architects Award of Excellence: Courtyard Design Charrette: Landscape Architecture for All Ages
American Society of Landscape Architects Award of Merit: Greenville Streetscape Master Plan
Howard Sebold Award
Paris Research Center Contemporary and Classical Design Theory

Ken is a landscape architect and urban designer who strives to develop plans that promote context-sensitive design solutions, walkability, land use development, active transportation, and transportation equity. He is recognized for his abilities to plan, design, and facilitate workshops and charrettes, and conduct interactive walking audits. Ken's experience in managing urban design and transportation projects that create community-supported solutions has led to several completed projects that encourage and enhance the economic and social exchange for their cities. Ken has led design charrettes in cities and towns across Florida and North America. These charrettes have helped communities revitalize downtowns by allowing the land use, public realm, and quality of life aspirations of the location be fulfilled while simultaneously making streets comfortably accommodate pedestrians, cyclists, and motorists.

SELECTED PROJECT EXPERIENCE

Redesigning Dillard Street, Winter Garden, FL

Ken was the Senior Landscape Architect and developed an overall conceptual master plan to redesign this mile-long arterial to serve as a catalyst for redevelopment along the corridor. He focused on converting Dillard Street into a Complete Street, inclusive of a beautiful and comfortable pedestrian realm, a protected bikeway, and reduced motor vehicle space. Ken gave particular focus to finding opportunities to integrate green infrastructure and placemaking opportunities along the corridor.

Bonita Beach Road Visioning, Bonita Springs, FL

Ken was the Senior Urban Designer on this project and created a legible, cohesive conceptual streetscape design for the six-mile corridor. He particularly focused on improving the walking and bicycling experience and maximizing the potential for green infrastructure. He also worked with the subconsultant to review and develop land use policies that encourage appropriately scaled development.

North Quarter Orlando Plan, Orlando, FL

Ken served as project manager and provided design and vision to gain community support of the restoration of a one-way street network in the northern portion of downtown Orlando to two-way streets. The plan seeks to incorporate a two-way cycle track and extension of the urban trail, provide two-way connections, create more access for local businesses, and transition traffic from Interstate 4 and major arterials in the area.

OTHER RELEVANT EXPERIENCE

Louisville Multimodal Plan, Louisville, KY

Mobile Downtown Non-Motorized Mobility, Mobile, AL
Fort Worth Active Transportation Plan, Fort Worth, TX



ERIC CHILDS, PLA, ASLA, LEED AP®

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 11

Toole Design: 2018-Present

Oehme, van Sweden:
2015-2018

Lardner/Klein Landscape
Architects: 2012-2015

Solar Gardens, Inc: 2011-2012

Trees Atlanta: 2008-2010

EDUCATION / CERTIFICATION

Master of Urban and Regional
Planning, Virginia Tech: 2014

Bachelor of Landscape
Architecture,
University of Georgia: 2008

Professional Landscape
Architect: MD

LEED® Accredited Professional

APPOINTMENTS / AFFILIATIONS

American Society of Landscape
Architects, Member: 2016

Sigma Lambda Alpha Landscape
Architecture Honor Society: 2007

AWARDS

Virginia Tech AICP Outstanding
Graduate Student Award: 2014

Virginia Tech Graduate Student
for Professional Promise,
Virginia APA Chapter: 2013

PUBLICATIONS

11th Street Bridge Park: A
Framework for Connecting
Communities. Virginia Tech: 2013.
Co-managing editor, co-author.

Eric is a Professional Landscape Architect licensed in Maryland with a wide range of project management and design experience that includes streetscapes, public plazas, complex urban design projects, trails and parks, and the development of municipal streetscape standards. Eric is skilled at preparing high-quality documents for permit and construction, and he excels at producing illustrative renderings that communicate design intent. Eric is passionate about designing sustainable spaces that weave social and ecological systems into the fabric of the built environment.

SELECTED PROJECT EXPERIENCE

Denison Design Phase One, Denison, TX

Eric is part of a project team that is redesigning the public realm for Downtown Denison's Main Street. The scope of work includes the design of the streetscape, alley and parking lot improvements necessary for the revitalization of Main Street. Eric developed numerous hardscape and landscape details, including brick paving patterns, curb details, site furnishing details, and typical sidewalk sections.

Greenwood City Center Master Plan, Greenwood, SC

Eric is serving as a landscape architect for the Greenwood City Center Master Plan, which will guide Uptown Greenwood toward responsible, suitable, and sustainable growth. Eric played a key role in public engagement by conducting stakeholder interviews, leading a pop-up event, and gathering feedback during the project's Visioning Workshop. Eric also contributed several hand-drawn concepts for Uptown Greenwood during the Design Workshop.

Broadway Corridor Study, Knoxville, TN

Eric is project manager for the Broadway Corridor Study. The context sensitive corridor study focuses on making the Hall of Fame Intersection safer for all modes of travel. Eric led an extensive public engagement process with historic neighborhoods and a variety of stakeholders. The guiding principles derived from community input aided the design team in the development of three alternative concepts, which have been presented to the City, TDOT, and the community for feedback.

Spartanburg Regional Pedestrian Plaza and Circulation Design, Spartanburg, SC

Eric serves as a landscape architect for the Spartanburg Regional Healthcare System campus. This project's goal is to improve safety and circulation for pedestrians and vehicles alike. Eric is leading the design of a pedestrian plaza and roundabout and the associated landscape planting, hardscape materials, and accessible elements such as curb ramps and crosswalks.

OTHER RELEVANT EXPERIENCE

City of Graham Downtown Master Plan, Graham, NC

Northwest Arkansas Bike Infrastructure Plan, AR



CHRIS LAMBKA, PLA

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 12
Toole Design: 2015-Present
Signature, LLC: 2012-2015
Spartanburg Area
Transportation Study MPO:
2008-2012

EDUCATION / CERTIFICATION

Bachelor of Science,
Landscape Architecture,
Clemson University: 2009

Professional Landscape
Architect: NC, SC

Chris has a diverse background in transportation planning and landscape design. He is known for his ability to assess an urban setting and effectively translate the vision, needs, and desires of a community into a design concept that is aesthetically pleasing and contextually sensitive. Chris has intimate knowledge of urban streetscapes and understands the importance of scale and plant material when creating vibrant downtowns and public spaces. Chris integrates his understanding of transportation planning into all of his projects, resulting in multimodal designs that enhance safety while increasing connectivity. He is privileged to travel throughout North America designing streetscapes, parks, and public spaces that create a sense of place.

SELECTED PROJECT EXPERIENCE

Denison Design Phase One, Denison, TX

Chris is serving as project manager and lead urban designer for phase one of the reconstruction of Main Street in Denison, Texas. This economic development project will transform the first three blocks of Main Street into a flush festival street inclusive to all ages and mobilities with a lush landscape, brick travelway, place making elements, and two pocket parks. Chris is directly responsible for leading the multidisciplinary team, managing client relations, and performing hardscape and landscape design. Phase one is slated to begin construction in January 2021.

Spartanburg Regional Pedestrian Plaza and Circulation Design, Spartanburg, SC

Chris served as the project manager and lead landscape architect. The project minimized vehicle and pedestrian conflicts around the second highest used entrance on the hospital campus, provided a flush drop off area for patients and visitors, and created a welcoming pedestrian plaza for all to enjoy. Chris was directly responsible for leading the design team, managing client relations, and providing construction administration services throughout the implementation of the project.

South Main Street Streetscape, Columbia, SC

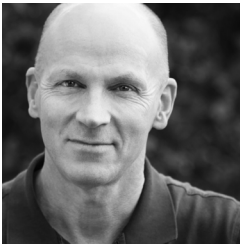
Chris is project manager and lead landscape architect for this project. Located directly south of the State House Grounds, this project will completely transform the roadway into a right-sized Complete Street with wide sidewalks, dedicated bike lanes, lush landscaping, and a much-needed sense of place, ultimately complementing the State House and City of Columbia. Chris is directly responsible with managing client relations and performing hardscape and landscape design.

OTHER RELEVANT EXPERIENCE

Maryville Greenway Connectivity Study, Maryville, TN

Maple Avenue Corridor Plan, Burlington, NC

Athens in Motion Bicycle and Pedestrian Master Plan, Athens-Clarke County, GA



IAN LOCKWOOD

STRATEGIC ADVISOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 33

Toole Design: 2014-Present

AECOM: 2001-2014
(Glatting Jackson legacy firm: 2001-2009)

City of West Palm Beach, FL:
1996-2001

J.P. Braaksma & Associates,
Ltd: 1987-1996

EDUCATION / CERTIFICATION

Loeb Fellow in Advanced
Environmental Studies,
Harvard University: 2012

Master of Civil Engineering,
Carleton University: 1995

Bachelor of Civil Engineering,
Carleton University: 1987

Professional Engineer: ON

APPOINTMENTS / AFFILIATIONS

Route 31/Flemington Smart
Growth Project, ITE Project of
the Year

Journey through Hallowed
Ground Corridor Plan,
Pennsylvania Historic
Preservation Award

Charter Award, University
of California, Santa Barbara,
Master Plan, Congress for the
New Urbanism

In the 1990s, Ian was the City Transportation Planner for West Palm Beach, where he led some of the first arterial calming, road diet, and flush street projects in the country. Ian considers pedestrians to be the “canary in the coal mine” for cities. Over the last 20 years, he has honed a design approach for maximizing walkability that he applies to projects at every scale, ranging from trails, to campuses, to downtowns, to tourist areas. In 2005, Ian helped define the term “Complete Streets,” an idea about inclusive design that has spread across North America. The “Path-as-Place” doctrine—that trails, corridors, and streets should be places rather than places to simply pass by— informs all of Ian’s work, which includes designing flexible-use public spaces, the design of Main Streets, downtown revitalization initiatives, one-way to two-way street restorations, and highway removal projects, all with the goal of increasing social and economic exchange. Ian is currently interested in popularizing design techniques so that ensure blind people can comfortably navigate and participate in the public realm.

SELECTED PROJECT EXPERIENCE

Young Circle Feasibility Study, Hollywood, FL

Ian led a charrette to redesign the 1000-foot-wide circle in collaboration with the Community Redevelopment Agency (CRA), FDOT, developers, and the general public. Ian used a balance of public education, creative solutions, and respect for the historic intent of the circle to build a consensus for the design of the circle. Ian and his team also helped the CRA with some integrated development on the edge of circle, some network planning issues, and access issues on Hollywood Boulevard. The analyses of the concept show a win-win with better environments for all the users of the circle (i.e., pedestrians, cyclists, transit users, motorists, and businesses).

Dillard Street Complete Streets Project, Winter Garden, FL

Ian led a charrette process for the redesign of Dillard Street, a five-lane arterial street that is the main route to the City of Winter Garden’s thriving downtown. The community’s values were translated into a three-lane, tree-lined slower street, with separated bike facilities, ADA accessible intersections and sidewalks, rain gardens, art opportunities, roundabouts at busy intersections, buried power lines, many crossing locations, and authentic materials. The bike facilities connect the street with the West Orange Trail.

Energy Corridor Master Plan, Houston, TX

As part of a multidisciplinary team, Ian served as the Toole Design Team Lead to develop a master plan for the Energy Corridor in Houston. Ian oversaw the transportation portion of the project. This project is an integrated land use-transportation project, such that the development of the new network connections, Complete Streets, shuttle route, and bicycle plan supported multimodalism throughout the area and the development of a transit-oriented mixed use development around an old park-and-ride facility.

OTHER RELEVANT EXPERIENCE

Saint Pete Beach On-Call, Saint Pete Beach, FL **Complete Streets Training for FDOT District 1**



JOHN MCCARTHY, PLA

LANDSCAPE ARCHITECT | ISA CERTIFIED ARBORIST

PROFESSIONAL HIGHLIGHTS

Years of Experience: 12

Toole Design: 2015-Present

Charles P. Johnson & Associates: 2010-2015

Neighborhood Design Center (NDC): 2013

Bob Jackson Landscapes: 2006

Oberhauser Designs: 2005-2006

EDUCATION / CERTIFICATION

Bachelor of Landscape Architecture, University of Maryland: 2010

Professional Landscape Architect: MD

ISA Certified Arborist

Certificate in Landscape Management, Green School, University of Massachusetts

John is a registered Landscape Architect in Maryland and ISA Certified Arborist® enhancing the landscape studio with his firm background in environmental site design, tree preservation, restoration, and green infrastructure design. He has led several design projects throughout the region, working with homeowners and municipalities in preparing tree inventories and condition analysis to help guide recommendations for the protection, removal, or replacement of individual trees based on proposed site disturbances. John has prepared tree preservation plans including best practice details for tree protection, calculations relating to canopy coverage, and tree mitigation where applicable.

SELECTED PROJECT EXPERIENCE

Capital City Bikeway and Jackson Street Reconstruction, Saint Paul, MN

John served as landscape designer for the Jackson Street reconstruction project in the City of Saint Paul. The design was part of a Complete Streets project that included streetscape design, a permeable two-way protected bicycle facility, planted medians and bioretention facilities. John prepared landscape, hardscape and site furnishing design plans for the 0.5-mile Jackson Street corridor. Planting plans included, boulevard and ornamental trees, bioretention planting, low maintenance shrubs, perennials, and grasses that provide seasonal interest and serve as a visual barrier between motorists and pedestrians.

Florida Avenue 30% Design, Washington, DC

John served as the Project Manager, arborist and lead landscape designer. The purpose of the project was to provide overall transportation enhancements throughout the 1.2 mile corridor. The proposed 30% design included modifications to the existing travel lanes, curb and gutter, sidewalks, and streetscape amenities to improve pedestrian and bicyclists' safety. John was tasked with preparing a detailed existing tree inventory with recommendations for tree removal, protection or replacement. John prepared landscape and hardscape plans for the corridor that included bioretention planting, material recommendations, graphics for a public meeting and a cost estimate for proposed improvements.

Key West Bicycle and Pedestrian Master Transportation Plan, Key West, FL

John prepared hand drawn plan view and cross-section design concepts for 13 key corridors and intersections to support recommendations in the master plan document. The goal of the project was to develop a Bicycle and Pedestrian focused Transportation Master Plan for the City. John's supporting graphics, conveyed key design recommendations of existing transportation corridors and presented before and after illustrations of bicycle and pedestrian facilities that were easily understood by the general public.

OTHER RELEVANT EXPERIENCE

Washington Street Bicycle Connector Study, Orlando, FL

Collaborative Community Design for a Healthier Remington, Remington, VA



KRISTOF DEVASTEY, PE, PTOE, PTP

SAFETY ADVISOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 13
Toole Design: 2020-Present
S&ME, Inc: 2016-2020
MARLIN Official: 2015-2016
Calvin, Giordano & Associates:
2013-2015
Gannett Fleming: 2012-2013
Florida Department of
Transportation: 2008-2012
Kimley-Horn: 2007-2008

EDUCATION / CERTIFICATION

Master of Science,
Transportation and Highway
Engineering, Florida
International University: 2011
Bachelor of Science,
Civil Engineering, Florida
International University: 2007
Associate of Science,
Engineering, Tidewater
Community College: 2005
Professional Engineer: FL, GA
Professional Traffic
Operations Engineer
Professional
Transportation Planner

APPOINTMENTS / AFFILIATIONS

Institute of Transportation
Engineers

Kristof is a licensed Professional Engineer with extensive experience in traffic and transportation engineering that emphasizes roadway safety, livable transportation, and Complete Streets. He is also experienced in transportation planning studies and traffic operational analyses; however, Kristof's passion resides in finding ways to reconcile conventional approaches to safety with safe systems approaches and Complete Streets.

SELECTED PROJECT EXPERIENCE

Johnson Street Conceptual Design, Hollywood, FL

Kristof served as project manager for the conceptual design of a two-mile segment of Johnson Street in Hollywood, FL. The project proposed to add bicycle lanes along the corridor and to convert several signalized intersections to roundabouts. As part of the plan, Kristof also helped identify other opportunities to advance multimodal strategies throughout the corridor.

Citywide Mobility Study, St. Augustine, FL

Kristof served as lead Transportation Engineer for a comprehensive city-wide mobility plan for the City of St. Augustine. The project included extensive data collection, crash analysis and operational analysis to improve safety and mobility throughout the City's roadway network. The final plan featured five sections, which addressed safety, traffic operations, land use/urban design, parking and transportation demand management.

FDOT District 6 Districtwide Traffic Operations Safety Studies

Kristof served as project manager for the FDOT District 6 Districtwide Safety Studies contract. As part of this contract, he oversaw the successful execution of over 300 task work orders to complete various types of traffic engineering studies such as qualitative assessments, signal warrant analysis, intersection analysis, arterial analysis, left turn phase warrant analysis, composite studies, fatal crash reviews, speed zone studies and other related traffic engineering studies.

Traffic Calming Master Plan, Village of Miami Shores, FL

Kristof served as project engineer for the development of a traffic calming master plan for the Village of Miami Shores to reduce cut-through traffic and speeding within residential neighborhoods. He also helped develop a Traffic Calming Management Manual that outlined the process by which residents can request traffic calming and the process by which the Village will manage the traffic calming program. He also managed the collection of traffic, speed, crash and origin/destination data throughout the entire village to evaluate existing traffic patterns and determine locations where traffic calming might be justified.

OTHER RELEVANT EXPERIENCE

FDOT District 4 Districtwide Road Safety Audit Contract

Weston Road Signal Retiming Project, Weston, FL



BONNIE MOSER

LANDSCAPE DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 7
Toole Design: 2017-Present
US Peace Corps: 2015-2017
LittleJohn Engineering:
2014-2015
AECOM: 2012-2014
Krent Wieland Design:
2011-2012

EDUCATION / CERTIFICATION

Master of Landscape
Architecture, University of
Florida: 2011

Bachelor of Science,
Agriculture Education,
University of Florida: 2008

Bonnie will provide urban design services and visualizations for this project. Trained as a landscape architect, Bonnie is passionate about creating strong, sustainable urban places. She has a wide variety of experience both in the Eastern U.S. and internationally. Bonnie is extremely talented in developing visualization products to assist the public and key decision-makers in understanding the design intent of recommendations. She is adept at perspectives, SketchUp renderings, photo simulations, branding and marketing, and gateway and wayfinding signage.

SELECTED PROJECT EXPERIENCE

North Quarter Orlando Plan, Orlando, FL

Bonnie worked as a designer to provide vision and gain community support of the restoration of a one-way street network in the northern portion of downtown Orlando to two-way streets. The plan incorporates a two-way cycle track and extension of the Orlando Urban Trail, provides two-way automobile connections, creates more access for local businesses, and transitions traffic from Interstate 4 and major arterials in the area. Bonnie's role included community engagement and incorporating feedback in the detailed design of roadway and bicycle facilities.

Spartanburg Regional Pedestrian Plaza and Circulation Design, Spartanburg, SC

Bonnie is part of a team working to transition short-term improvement strategies to constructed solutions to the hospital campus. The goals of the project are to improve safety and circulation for pedestrians and vehicles alike. Bonnie's roles includes design, construction documentation, and construction administration of the pedestrian plaza, patient drop-off area, and pedestrian receiving zone.

Denison Phase 1 Design, Denison, TX

Bonnie is serving as a landscape designer for phase one of the reconstruction of Main Street in Denison, TX. The project will transform the first three blocks of Main Street into a flush festival street inclusive to all ages and mobilities with a lush landscape, brick travelway, place making elements, and two pocket parks. Bonnie is tasked with pocket park and landscape conceptual design, construction documentation, and project visualizations.

Greenwood City Center Master Plan, Greenwood, SC

As an urban designer, Bonnie is working with a team to update the Greenwood City Center Master Plan. The plan will guide Uptown Greenwood toward responsible, suitable, and sustainable growth. Bonnie's role included concept development during the Design Workshop and content development for the plan.

OTHER RELEVANT EXPERIENCE

GDOT Pedestrian/Streetscape Guide, Atlanta, GA

Chamblee Multimodal Transportation Plan, Chamblee, GA



**THOMAS
NATWICK, PE**
SENIOR ENGINEER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 11

Bachelor of Science, Civil Engineering,
Valparaiso University: 2007

Professional Engineer: FL, CA, CO, GA, NC, UT

Tom is an engineer with over a decade of experience in transportation engineering. He has worked on projects involving active transportation, roadway, pedestrian facility design, light rail, grading, stormwater management, and utilities design across the U.S. and internationally. Tom is passionate about innovation in multimodal design and making a positive difference in communities.

SELECTED PROJECT EXPERIENCE

Orlando Connector Trail, Orlando, FL

Tom is serving as Project Manager and Senior Engineer for the signing, pavement marking, and signal design for this urban trail connection in Downtown Orlando. The trail extends for two miles along Anderson St connecting downtown to Lake Underhill Park. The design features raised crossings, improvements to pedestrian connectivity along the corridor, and upgrades pedestrian signals to current ADA standards.

Tamarind Corridor Improvements, West Palm Beach, FL

Tom was responsible for developing a full-build design concept, which involved Complete Street re-construction, separated bike lanes, three protected intersections, and side street connectivity improvements. He also developed 30% plans for an interim road diet that features bus lanes and ADA upgrades.

Denison Phase 1 Design Contract, Denison, TX

Tom is leading the roadway design for this urban reconstruction project. This project will use a flush street design, which poses a major design challenge, as the overall street profile needs to be carefully adjusted to ensure that the sidewalks match into adjacent storefront entrances with accessible grades and cross slopes. Tom is modeling the proposed project in AutoCAD Civil 3D to ensure that the proposed curbless design can be constructed without presenting drainage or accessibility issues.



**SAGAR
ONTA, PE**
**SENIOR TRAFFIC
ENGINEER**

PROFESSIONAL HIGHLIGHTS

Years of Experience: 20

Master of Science, Civil Engineering, Transportation,
Purdue University: 2000

Bachelor of Science, Civil Engineering,
Thammasat University: 1998

Professional Engineer: AR, CO, IN, MD, NM, TN, WA

Sagar has professional experience in traffic operations, transportation engineering, and planning. He has worked on numerous traffic operational studies, signal timing plans, traffic impact studies, parking studies, roundabout design and operation plans, and long-range transportation system plans throughout his career.

SELECTED PROJECT EXPERIENCE

Restoring Function to Young Circle, Hollywood, FL

Sagar is managing the design and analysis teams that are re-envisioning Young Circle. The project requires coordination with FDOT, Broward County Transit, and adjacent property owners to ensure that the design process and outcome are acceptable to the agencies while also delivering the community's vision.

Young Circle Design Charrette, Hollywood, FL

Sagar conducted two week-long design charrettes that transformed Hollywood's Young Circle by incorporating Complete Street and multimodal access principles. The end result was a preliminary design to convert the existing three-lane, one-way circle to a two-way circle with four single-lane roundabouts and no traffic signals.

Orlando Connector Trail, Orlando, FL

Sagar is managing the modification of six existing traffic signals along Anderson Street in downtown Orlando, with the goal of safely accommodating a new shared use path on the south side of the street. The plans have been prepared per FDOT requirements and include accessible pedestrian signals (APS).



SARAH JOHNSON

LANDSCAPE
DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 7

Master of Landscape Architecture,
North Carolina State University: 2019

Master of City and Regional Planning, Transportation
Planning, University of North Carolina at Chapel Hill: 2018

Bachelor of Arts, Geography,
University of North Carolina at Chapel Hill: 2011

Sarah's background in transportation ranges from long-range planning to construction of multi-use paths. She approaches design through systems-thinking and a focus on serving all members of a community. Sarah is adept at site analysis, place-based design, computer graphics, public engagement, and plan development. She has designed greenways, streetscape concepts, stormwater features, and an award-winning campus pathway.

SELECTED PROJECT EXPERIENCE

Bentonville Bikeway Design, Bentonville, AR

Sarah is assisting with the redesign of two streets identified as key corridors for pedestrians and bicyclists accessing downtown Bentonville. In addition to planting plans, Sarah is helping produce plans for multimodal facility design, signing and striping, and construction details.

Norris Lake Watershed Bikeways and Trails Guide, Norris Lake Watershed, TN

Sarah is creating an existing conditions inventory and trail suitability assessment. Using spatial analysis and stakeholder interviews, Sarah is identifying opportunities to employ sustainable trail design within the region's parks as well as creating safer on-road connections between major destinations.

Winterville Comprehensive Land Use Plan, Winterville, NC

As a Project Planner, Sarah facilitated multiple public workshops, created presentation materials, synthesized public input, and wrote large sections of the final plan. She also rendered all the small area plan graphics which proposed mixed use districts, infill development, a greenway, and critical sidewalk improvements.



OFFICE LOCATIONS

OFFICE LOCATIONS

As Toole Design has offices across the continental United States, we have long perfected the art of working remotely and collaborating across offices far-and-near to ensure that the most qualified staff are working on a project, not just the staff that happen to be located in the vicinity of a project.

Our 16 offices are located in: Atlanta, GA, Baltimore, MD, Boston, MA, Columbus, OH, Denver, CO, Edmonton, AB, Los Angeles, CA, Madison, WI, Minneapolis, MN,

Oakland, CA, Orlando, FL, Portland, OR, Raleigh, NC, Seattle, WA, Silver Spring, MD, Spartanburg, SC, Toronto, ON.

Our Orlando Office is only three hours from Pompano Beach. While we will not be arranging for a local office during the term of the contract, employees from the Toole Design Orlando Office will be available for in-person meetings and visits, with staff from other offices, as COVID-19 allows.

TOOLE DESIGN

ORLANDO OFFICE

37 N. Orange Avenue, Suite 313
Orlando, FL 32801
407.214.6436
Administrative Staff: 0
Professional Staff: 4

SPARTANBURG OFFICE

172 E. Main Street
Spartanburg, SC 29306
864.336.2276
Administrative Staff: 1
Professional Staff: 8

RALEIGH OFFICE

216 E. Lenoir Street
Raleigh, NC 27601
919.336.5010
Administrative Staff: 0
Professional Staff: 6

SILVER SPRING OFFICE (HEADQUARTERS)

8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910
301.927.1900
Administrative Staff: 21
Professional Staff: 34



LITIGATION

LITIGATION

Toole Design Group, LLC is involved in the following litigation case: William E. Newman, individually and as Executor of the Estate of Lidia A. Procaccino a/k/a Lidia Procaccino-Newan, deceased v. New Flyer of America, Inc., New Flyer Industries, Inc., NFI Group, Inc., New Flyer Industries Canada ULC, City of Philadelphia Law Department and Toole Design Group, LLC

This is a personal injury action arising out of a traffic accident in which a pedestrian crossing an intersection in Philadelphia was struck by a bus owned/operated by Southeastern Transportation Authority and

manufactured/sold by Defendants, New Flyer of America, Inc., New Flyer Industries, Inc., NFI Group, Inc., and New Flyer Industries Canada ULC. Toole Design did not provide any engineering services or traffic study services in relation to the intersection where the accident occurred. Toole Design is vigorously defending against the meritless claims.

The litigation is not material to Toole Design's business or financial capability, nor could it interfere with Toole Design's performance of the work requested by this RFQ.



FORMS

PROJECT TEAM FORM

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

PROJECT TEAM

RLI NUMBER T-25-20

Federal I.D.# 05-0545429

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Ken Ray</u>	<u>16</u>	<u>MA, BA</u>
Project Manager	<u>Eric Childs</u>	<u>11</u>	<u>MA, BA</u>
Asst. Project Manager & QA/QC	<u>Christopher Lambka</u>	<u>12</u>	<u>BS, PLA</u>
Other Key Member	<u>John McCarthy</u>	<u>12</u>	<u>BA</u>
Other Key Member	<u>Ian Lockwood</u>	<u>33</u>	<u>MS, BS</u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>N/A</u>	<u></u>
Landscaping	<u>N/A</u>	<u></u>
Engineering	<u>N/A</u>	<u></u>
Other Key Member	<u>N/A</u>	<u></u>
Other Key Member	<u>N/A</u>	<u></u>
Other Key Member	<u>N/A</u>	<u></u>
Other Key Member	<u>N/A</u>	<u></u>

(use attachments if necessary)

LOCAL BUSINESSES

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

Solicitation Number & Title: T-25-20 Continuing Contract for Landscape Architectural Services Prime Contractor's Name: Toole Design Group, LLC

<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>
N/A	N/A	N/A	N/A

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number T-25-20

TO: Toole Design Group, LLC
(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
UNAVAILABILITY FORM

_____ BID # T-25-20

I, D. Eric Childs, PLA, ASLA, LEED AP; Senior Landscape Architect
(Name and Title)

of Toole Design Group, LLC, certify that on the 7 day of August, 2020, Kristof Devastey, on my behalf, 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.)
Gannett Fleming, Inc.	Roadway and Drainage Engineering	Labor
1777 S Andrews Avenue, Suite 203		
Fort Lauderdale, FL 33316		

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: Naldo Gonzalez, P.E. | Vice President, Florida Transportation Director

Date: 8/11/2020

Note: Attach additional documents as available.

From: [Kristof Devastey](#)
To: [Andrea Ostrodka](#); [Lindsay King](#); [Eric Childs](#)
Subject: FW: Pompano Beach On-Call Landscape Architecture
Date: Tuesday, August 11, 2020 10:25:29 AM
Attachments: [image001.png](#)

FYI.

[Kristof Devastey, PE, PTOE, PTP](#) | Senior Transportation Engineer

TOOLE DESIGN

kdevastey@tooledesign.com | 954.657.1984

From: Gonzalez, Naldo <ngonzalez@GFNET.com>
Sent: Tuesday, August 11, 2020 9:29 AM
To: Kristof Devastey <kdevastey@tooledesign.com>
Subject: RE: Pompano Beach On-Call Landscape Architecture

This email originated from a non Toole Design email address.

Hi Kristof,

Thank you for reaching out to us. Unfortunately, we will have to pass on this opportunity.

Best regards,

#BeHealthyBeSafeBeKind

Naldo Gonzalez, PE, ENV SP | Vice President, Florida Transportation Director
Gannett Fleming, Inc. | 800 NW 62nd Avenue, Suite 490, Miami, FL 33126
t 305.908.3940 | c 786.897.6880 | ngonzalez@gfnet.com



PLEASE NOTE MY DIRECT NUMBER HAS CHANGED TO:

305.908.3940

Excellence Delivered As Promised

Gannett Fleming is ISO 9001:2015 Certified.

www.gannettfleming.com | Stay connected: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

PRINTING SUSTAINABILITY STATEMENT: Gannett Fleming is committed to conserving natural resources and minimizing adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only unless clients specifically request hard copies. Visit our [website](#) to read more about our sustainability commitment.

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential information for the use of the named addressee. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited.

From: Kristof Devastey <kdevastey@tooledesign.com>

Sent: Friday, August 7, 2020 1:25 PM

To: Gonzalez, Naldo <ngonzalez@GFNET.com>

Subject: Pompano Beach On-Call Landscape Architecture

Hi Naldo,

I was referred to you by Catalina Echeverri.

We are looking to pursue this On-Call Landscape Architecture contract and wanted to see if GF would be interested in joining the team to cover some of the complimentary Engineering tasks, more specifically Roadway and Drainage.

Please let me know if you would.

Thanks,

Kristof Devastey, PE, PTOE, PTP | Senior Transportation Engineer

TOOLE DESIGN

kdevastey@tooledesign.com | 954.657.1984

Toole Design Group, LLC is committed to its Non-Discrimination Policy in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. Toole Design Group, LLC will not discriminate in the selection and retention of subcontractors or suppliers and will ensure that minority business enterprises will be afforded full opportunity to submit bids in response to an invitation to bid or proposal, and will not be discriminated against on the grounds of race, color, age, religion, ancestry, national origin, sex, marital status, disability, veteran status, sexual orientation, gender identity, or any other characteristic protected by law. To request a copy of Toole Design Group, LLC's Non-Discrimination Policy, or for more information, contact admin@tooledesign.com or call 301.927.1900.

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

BID # T-25-20

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

Roadway drainage and engineering tasks

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

Toole Design staff contacted potential Local Businesses via
phone before following up via email.

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 ?

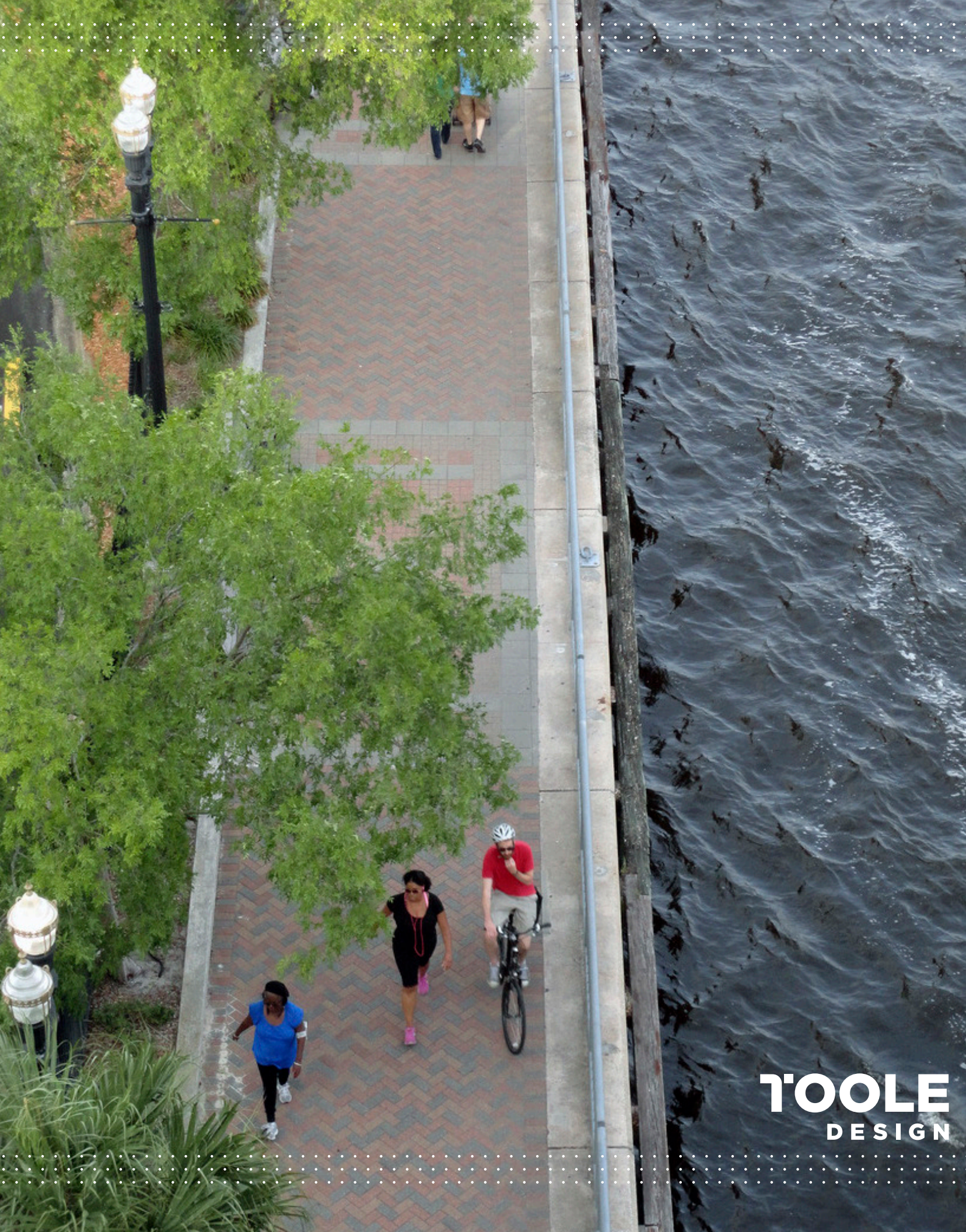
Toole Design was willing to negotiate tasks assigned to local
businesses as well as percentage of contracts.

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

<u>N/A</u>	\$ <u>N/A</u>
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT “D” – Page 2



T'OOLE
DESIGN

Exhibit B Fee Schedule

TOOLE DESIGN RATE SCHEDULE

January 2021

Classification	Maximum Fully Loaded Rate (Hourly)
Principal-in-Charge	\$315
Project Manager/Task Manager	\$205
Strategic Advisor	\$260
Deputy Project Manager	\$190
Senior Landscape Architect	\$172
Urban Designer	\$108
Senior Transit Planner	\$205
Planner II	\$142
Planner	\$116
Designer	\$104
Intern	\$62
Administration	\$80
<p>NOTES:</p> <ul style="list-style-type: none"> • Escalation occurs annually, February and July, dependent on the staff's hire date • Additional staff may be added during the term of the contract if needed • Staff may change classification and rate during the term of the contract • Direct expenses, including subconsultants, are charged at cost with no markup 	

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)

01/06/2021

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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: Certificates PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: RLI Insurance Company	NAIC # 13056
		INSURER B: Continental Casualty Company	20443
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Toole Design Group, LLC 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609			

COVERAGES

CERTIFICATE NUMBER: 21-22

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			PSB0008624	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY			PSA0002827	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			PSE0004279- Follows Form	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0004796	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			MCH591868957	01/01/2021	01/01/2022	Per Claim	2,000,000
							Aggregate	3,000,000

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

Project Name: Pompano Beach Landscape Architecture On-Call. Toole Design Project #: C0118. Note to Toole Design: Contact PM. Contact email: eCORDScustodian@copbf.com. If required by an insured written contract, executed prior to any loss, The City of Pompano Beach, its officers, employees and agents are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Excess Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

The City of Pompano Beach 100 W. Atlantic Blvd. Suite 253 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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