

CITY OF POMPANO BEACH, FLORIDA

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES NO. 13172
WITH
MCKIM & CREED, INC.**



**CONTINUING CONTRACTS FOR CIVIL ENGINEERING SERVICES - CCNA
FOR VARIOUS CITY PROJECTS RLI26-003**

**AGREEMENT 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 McKim & Creed, Inc. a 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 **RLI26-003 - Continuing Contracts for Civil Engineering Services - CCNA** attached hereto as Exhibit "A" and incorporated herein in its entirety.

The CONSULTANT's representative shall be Mario Loaiza

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 a 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 Exhibits "A" and "B" 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 RLI26-003, professional services under this contract shall comply with the monetary limitations and requirements of §287.055, Florida Statutes, as in effect at the time the applicable Work Authorization is issued.

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, a 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 ninety percent (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 Exhibits “A” and “B” 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 with 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 the 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 the 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 all 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 the 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 a 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 – ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of the CITY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations 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 to similarly 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, officers, 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, databases, 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 the 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 costs 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, or 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 to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

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 two hundred thousand dollars (\$200,000.00), 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:

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

FOR CONSULTANT:

Mario Loaiza, Regional Manager
McKim & Creed, Inc.
1730 Varsity Drive, Suite 500
Raleigh, NC, 27606

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 adversely 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 with written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

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

ARTICLE 31 – EMPLOYMENT ELIGIBILITY

By entering into this Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination

ARTICLE 32 - BINDING EFFECT

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

ARTICLE 33 - SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

ii. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran after CONSULTANT has submitted a certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 34 - AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

ARTICLE 35 - AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 36 – PROJECT WEB REQUIREMENTS

The CONSULTANT agrees to use the CITY-provided project management software web-based project management tool. The CITY's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the CITY, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. The CITY will provide training to the CONSULTANT's designees.

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

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONSULTANT"

Witnesses:

McKim & Creed, Inc.

By: *Mario Loaiza*
Mario Loaiza, Regional Manager

Stephanie Colantuno
Signature

Stephanie Colantuno
Name Typed, Printed, or Stamped

Carole Thomas
Signature

CAROLE THOMAS
Name Typed, Printed, or Stamped

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30 day of MARCH, 2026, by Mario Loaiza, as Regional Manager of McKim & Creed, Inc., a Corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:



Carole Thomas
NOTARY PUBLIC, STATE OF FLORIDA

CAROLE THOMAS
(Name of Acknowledger Typed, Printed or Stamped)

493903
Commission Number

Exhibit A – Cover Page

1. Recommendation Tabulation

2. Solicitation RLI26-003

3. Addendum 1-3

4. Insurance Requirements



Florida's Warmest Welcome

Procurement & Contracts Department

Mary Rivero, Director

mary.rivero@copbfl.com

Exhibit "A"

RLI #: RLI26-003 Tentative City Commission Meeting Date*: March 10, 2026

RLI Title: CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA) # Notified: 1269 # Downloaded: 28

of Responses Rec'd: 21 # of "No Bids": 1

For: Engineering Department RLI Opening Date: December 18, 2025
(Department)

POSTING OF RLI RECOMMENDATION/TABULATION: RLI Recommendations and Tabulations will be posted in the eBid System, IonWave, on February 26, 2026, at 3:50 pm (Eastern Time), and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a Notice of Protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The "Cone of Silence" shall terminate upon the City's award or approval of a contract, rejection of all Proposals or responses, or any other formal action that concludes the solicitation or other procurement process. For confirmation of the official termination date of the Cone of Silence, contact the Purchasing Agent of record.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received fifteen (15) proposals in response to RLI26-003 - CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA).

Pursuant to Section H of the Request for Letters of Interest, proposals were required to be organized as detailed therein. Design2Form, LLC, was deemed non-responsive for failing to submit the required documentation for this submittal.

The Evaluation Committee reviewed and scored the Submittals in accordance with the evaluation criteria established in the RLI. The Evaluation Committee completed scoring and ranked firms in order of qualification in accordance with the criteria set forth in the RLI. The Evaluation Committee passed a motion to recommend that the City execute continuing contracts with the eight (8) highest-ranked firms as listed below:

| Bidder | Ranking |
|---|-------------------------|
| Kimley-Horn and Associates, Inc. | 1st Highest Ranked Firm |
| Baxter & Woodman, Inc. | 2nd Highest Ranked Firm |
| Keith and Associates, Inc. | 3rd Highest Ranked Firm |
| Thompson & Associates (Thompson & Associates, Inc. Civil Engineering) | 4th Highest Ranked Firm |
| Chen Moore and Associates | 5th Highest Ranked Firm |
| Munson Design and Consulting, Inc | 5th Highest Ranked Firm |
| McKim & Creed (McKim & Creed, Inc.) | 7th Highest Ranked Firm |
| Arcadis US, Inc. | 8th Highest Ranked Firm |

The complete ranking of all responsive firms is on file with the Procurement and Contracts Department and available upon request.

By: Eric Seifer Dated: February 26, 2026, at 3:50 pm (Eastern Time)
(Purchasing Agent)



**REQUEST FOR LETTER OF INTEREST
RLI 26-003**

**CONTINUING CONTRACT FOR CIVIL ENGINEERING
SERVICES (CCNA)**

BID OPENING: December 18th, 2025, 2:00 PM

PRE-BIDDERS CONFERENCE: November 20th, 2025, 10:00 AM

For access, go to:

<https://pompanobeachfl.gov/pages/meetings>

Issue Date: November 17, 2025

**CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTER OF INTEREST (RLI)**

RLI 26-002 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)

According to Section 287.055, Florida Statutes Consultant's Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") **and the Pompano Beach Community Redevelopment Association (CRA)** invites professional companies/firms to Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer ~~Jeffrey English~~, at 954-786-4098, or eric.seifer@copbfl.com ~~jeffrey.english@copbfl.com~~. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

The City will receive proposals by **2:00:00 p.m. (EST) on December 18, 2025**. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. 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 firm.

Firms must be registered on the City's eBid System 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 firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Procurement and Contracts Department, City of Pompano Beach, Florida

SCHEDULE OF EVENTS

| | |
|--|---|
| RLI NUMBER: | RLI26-003 |
| RLI TITLE: | CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA) |
| RELEASE DATE: | 11/17/2025, at 02:00 P.M. |
| PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING | 11/20/2025, at 10:00 A.M. |
| WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE: | 12/8/2025, at 12:00 P.M. |
| RLI RESPONSES DUE DATE/TIME: | 12/18/2025, at 02:00 P.M. |
| EVALUATION COMMITTEE MEETINGS | TBD |
| RECOMMENDATION FOR AWARD: | TBD |
| DIRECT ALL INQUIRIES TO: | https://pompanobeachfl.ionwave.net |
| E-PROPOSAL SUBMITTALS ONLY: | https://pompanobeachfl.ionwave.net |
| PROPOSAL VIRTUAL OPENING: | https://www.pompanobeachfl.gov/meetings |

Non-Mandatory Pre-Proposal Meeting

The non-mandatory Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on **11/20/2025, at 10:00 a.m.** (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

A. Introduction

The City of Pompano Beach **and CRA are** seeking qualified civil engineering firms to work on various projects for the City and 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) can be found here: [Five-Year CIP](#)
- 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.

B. Compliance with CCNA

As a result of this RLI, all services provided under the contract must adhere to the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), as outlined in Section 287.055, Florida Statutes, including any subsequent amendments. The maximum allowable costs for projects or studies conducted under this contract are subject to the limits set by the CCNA, which are periodically adjusted.

The Respondent acknowledges that all services under this contract shall comply with the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), under Section 287.055, Florida Statutes, and any amendments.

Professional services are entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. (Florida Statutes 287.055 (2) (g) 1. a.

Respondents are responsible for ensuring that their proposals align with the applicable statutory limits in effect at the time of submission and contract execution.

C. Scope of Services

The City intends to issue multiple contracts to civil engineering firms to provide continuing professional services for various projects as needed for the **City and CRA**.

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

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying, and field data analysis.
- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans, and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding, and bid award meetings may also be required.
- Attend the pre-bid conference and prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for the issuance of all agency permits (i.e., Federal, State, County, and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. These may include preliminary and final project acceptance, preparation and approval of punch list items, and project certification as required by all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Civil Engineering services in

the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

D. 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 their entirety, including the agreed-upon scope, tasks, schedule, cost, and deliverables for the project. The Consultant will be required to provide all applicable insurance requirements.

E. Term of Agreement/Contract

The contracts will be for a term of five (5) years with no renewals, commencing upon award by the appropriate City officials.

F. Project Web Requirements:

1. This project will utilize the City-provided project management software web-based project management tool. This application is a collaboration tool that provides all project team members with continuous access to essential project data and up-to-the-minute decision and approval status information through the Internet. The City's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the City, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. City provided project management software 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 companies/firms selected to provide services for the City of Pompano Beach.
2. Lead and sub-consultants shall conduct project controls outlined by the City project manager, and/or construction manager, utilizing City-provided project management software. The city shall provide the designated web-based application license(s) to the prime consultant and sub-consultants. No additional software will be required.

The lead consultants and sub-consultants shall be responsible for logging into the project website daily and, as necessary, staying 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, City 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 the project management system.

G. 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 ensuring 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 preference as 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.

H. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Firm shall upload the response as one (1) file to the eBid System. The file size limit for uploads is 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: To maintain comparability and expedite the review process, proposals must be organized as specified below, with sections clearly labeled.

Title page:

Show the RLI number, the name of the Firm's company/firm, the address, the telephone number, the name of the 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 Firm's understanding of the RLI solicitation and express a positive commitment to provide the services described herein. Please state the name(s) of the person(s) who will be authorized to make representations for the Firm, their title(s), office, and email addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

Companies/Firms or teams shall submit their sample technical approach to the tasks described in the solicitation, including details of how each phase of the proposed project would be completed and how

their company/firm proposes maintaining time schedules and cost controls.

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 the respondent's activities in relation to the project.

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

Project Team Form:

Prepare and submit a completed "Project Team" form. This form aims to identify the proposed team's key members, including any specialty subconsultants.

Organizational Chart:

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Firm must describe, at a minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating 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 of Services section of this solicitation. Include the knowledge of the prime consultants and other members of the project team, such as additional personnel, sub-consultants, branch office staff, team members, and other resources expected to be utilized for this project. Name specific projects [completed within the past five (5) years] where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for prime and sub-consultants.

Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. 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 companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the companies/firms will arrange for a local office during the term of the agreement/contract, if necessary.

City Forms:

The Firm 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 Firm is financially solvent. It has sufficient financial resources to perform

the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional evidence of financial solvency, including additional documents post-proposal opening and before evaluation that demonstrate the Firm's ability to perform the resulting agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Firms shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Firms shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating the 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 before the date of filing this solicitation's response. The financial statements must be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is twelve (12) months or more before the submittal date.

The City is a public agency subject to Chapter 119, Florida's Public Records Law, and must 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 Firm is financially solvent. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-proposal opening and before evaluation that demonstrate the Firm's ability to perform the resulting agreement/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 three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

I. Insurance Requirements

The insurance requirements for this RLI are included in **Exhibit B** and form an integral part of this bid submission. All coverage and limits outlined therein will be met or exceeded by the bidder upon award of the contract.

J. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Letter of Interest(s) received and to select the most qualified firm(s). All Letters of Interest will be assessed by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RLI. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation

Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of an Agreement.

Proposals will be evaluated using the following criteria:

| Line | Criteria | Points Range |
|--------------|--|---------------------|
| 1 | <p>Prior experience of the firm with projects of similar size and complexity:</p> <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm | 0-15 |
| 2 | <p>Qualifications of personnel, including subconsultants:</p> <ul style="list-style-type: none"> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects | 0-15 |
| 3 | <p>Proximity of the nearest office to the project location:</p> <ul style="list-style-type: none"> a. Location b. b. Number of staff at the nearest office | 0-15 |
| 4 | <p>Current and Projected Workload</p> <p>The rating is intended to reflect the workload (both current and projected) of the firm, the staff assigned, and the percentage availability of the assigned staff member. Respondents who fail to note both existing and projected workload conditions and the percentage of availability of staff assigned shall receive zero (0) points</p> | 0-15 |
| 5 | <p>Demonstrated Prior Ability to Complete Project on Time</p> <p>Respondents will be evaluated based on the information provided regarding the firm's experience in completing and adhering 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.</p> | 0-15 |
| 6 | <p>Demonstrated Prior Ability to Complete Project on Budget</p> <p>Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should demonstrate a comparison between the initial negotiated task costs and the actual completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents who fail to provide the requested schedule and budget information will receive zero (0) points.</p> | 0-15 |
| 7 | <p>Florida Small and Minority Business Certification</p> <p>Is the firm a certified minority business enterprise as defined by the Florida</p> | 0-10 |

Local Vendors Program

If the firm qualify under the City's Tier 1 Local Vendor Program

Exhibit "A"

If the firm qualify under the City's Tier 2 Local Vendor Program

2.5

~~Small and Minority Business Assistance Act of 1985? (Certification of any subcontractors should also be included with the response.) An additional 5% for Tier 1/Tier 2 Local Business will be calculated based on each company's combined scoring totals.~~

NOTE:

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

The City Commission has the authority to (including, but not limited to) approve the recommendation, reject the recommendation, and direct staff to re-advertise this 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.

Tie Breaker:

In case there is a tie for the highest-ranked firms, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace by the requirements of 287.087, F.S.
- 2) DBE
- 3) Coin Toss

Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any Letter of Interest containing material deviations from the RLI. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive statement received and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole firm, or may recommend rejecting the proposal.

Committee's Recommendations:

The Evaluation Committee may recommend either rejecting the received Letter of Interest or awarding the contract.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation sessions with as many ranked responsive firms as it deems appropriate, in its sole judgment, before making its recommendation for award, starting with the highest-ranked firm, then the second highest-ranked firm, and so on.

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.

The Committee also has the discretion to recommend negotiations with only a single responsive firm if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, or specification during an exempt negotiation session with the highest-ranked

responsive firm.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of at least three firms deemed to be the most highly qualified to perform the service. If three or fewer firms respond to the Solicitation, the list will contain the ranking of all responses.

Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RLI and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this solicitation "as is" or by adopting a modified version.

K. Hold Harmless and Indemnification

Firm covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, 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 agreement/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.

L. Right to Audit

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful firms), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by City'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 Awarded Firm or any of its payees under the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the service, and until five (5) years after the date of final payment by the City to the awarded company/firm under the agreement/contract.

The City agent or its authorized representative shall have access to the awarded company's/firm's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City agent or authorized representative shall give auditees reasonable advance notice of intended audits.

The awarded company/firm shall require all subcontractors/sub-consultants, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements in any written

agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the contractor/consultant under the agreement/contract.

M. Retention of Records and Right to Access

The City is a public agency subject to Florida Statutes Chapter 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the awarded company/firm shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the 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 Florida Statutes Chapter 119, 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm 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.

N. Communications

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

O. No Discrimination

No discrimination shall be made based on race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

P. Independent Contractor

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

Q. Staff Assignment

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

R. Agreement/Contract Terms

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

- The agreement/contract shall include, at a minimum, the entirety of this solicitation and the awarded proposal. The City of Pompano Beach City Attorney shall prepare it.
- If the City 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/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded The company/firm agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

S. Termination of the Contract

The City of Pompano Beach may terminate the contract resulting from this Solicitation without cause upon providing the 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 party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party 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. Waiver

It is agreed that no waiver or modification of the agreement/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. 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 the agreement/contract or the right or obligations of any party under it unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

U. Survivorship Rights

The agreement/contract resulting from this solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

V. Manner of Performance

Firm agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation professionally and by all applicable local, federal, and state laws, rules, and regulations.

Firm agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by educated, trained, experienced, certified, and licensed employees in all areas encompassed within its designated duties. Firm agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Firm 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 licenses, permits, registration, authorization, or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of the Firm to comply with this paragraph shall constitute a material breach of the agreement/contract.

W. Acceptance Period

Proposals submitted in response to this solicitation must be valid for no less than one hundred and twenty (120) days from the closing date.

X. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. By electronically submitting a proposal, all firms shall agree to comply with all of this solicitation's conditions, requirements, and instructions as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

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

All firms are required to provide all information requested in this solicitation. Failure to do so may result in the proposal being disqualified.

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 City's best interest 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 an agreement/contract for the items herein, in part or whole, if it is determined to be in the City's best interests to do so.

The City shall not be liable for any costs incurred by the Firm in preparing proposals or for any work performed therein.

Y. Standard Provisions

1. Governing Law

Any agreement/contract 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/contract will be in Broward County, Florida.

2. Licenses

To perform public work, the awarded company/firm 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

To determine any possible conflict of interest, each Firm must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or employee, the Firm must file a statement

with the Broward County Supervisor of Elections under Florida Statute, Section 112.313.

4. Drug-Free Workplace

The awarded company(s)/firm(s) will be required to verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute, Section 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction by a public entity crime may not submit a proposal on an agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/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, sub-contractor, consultant or sub-consultant under agreement/contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Florida Statute, Section 287.017, for Category Two for thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

Suppose the awarded company/firm requires or desires to use any design, trademark, device, material, or process covered by letters patent or copyright. In that case, the awarded company/firm and his surety shall indemnify and hold harmless the City from any claims for infringement because 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 because of any infringement at any time during or after completion of the work.

7. Permits

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

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may affect/their services under this solicitation. Ignorance on the part of the company/firm will not relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A company/firm may withdraw its proposal without prejudice, provided that it is done no later than the advertised deadline for proposal submission, by written communication to Procurement and Contracts, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) 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 agreement/contract or written amendment to the 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

Invoicing and Payments are governed by Article 10 (Contract Payments) of the General Conditions. All invoicing, approvals, and payment timelines are governed by Article 10. If there is a conflict, Article 10 controls.

All invoices should be sent to the department associated with the contract. By Florida Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Firm shall:
 - i. Keep and maintain public records required by the City to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the 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 Florida Statutes, Section 119 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/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 compatible with the City's information technology systems.
- b. Failure of the contractor/consultant to provide the above-described public records to the City within a reasonable time may subject the contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253, Pompano Beach, Florida 33060

Phone: (954) 786-4611

RecordsCustodian@copbfl.com

Z. Questions, Communication, and Addendums

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the firm's responsibility to obtain all addenda before submitting a response to this solicitation.

Issuing a written addendum or posting an answer in response to a question submitted through the Questions feature in the eBid System are the only official methods for interpretation, clarification, or additional information. If any addendum is issued for this solicitation, it will be issued via the eBid System. Before submitting its response, each firm is responsible for contacting the City's Procurement and Contracts Department at (954) 786-4098 to check if an addendum has been issued and to include it in its proposal. Each addendum will be posted to the solicitation in the eBid System.

AA. Protest Procedures

Protesting of Bid Conditions/Specifications: Any person desiring to protest the conditions/specifications in this RLI, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day, excluding Fridays, Saturdays, Sundays, state holidays, and days on which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060.

Posting of Bid Recommendations/Tabulations: RLI Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the RLI Recommendations/Tabulations posting shall be posted at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of RLI Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining the revised date of the posting of RLI Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RLI tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, or Sunday, a state holiday, or a day during which the City administration is closed. No submissions made after the Bid opening, amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount

equal to one percent (1%) of the City's estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges, which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all expenses and charges incurred by the City. Payment can be made by electronic check (e-check), Visa, MasterCard, or an established escrow account code.

END OF THE RLI

Pompano Beach eBid System Bid Addendum Confirmation: RLI26-003 Addendum 1 (Continuing Contracts for Civil Engineering Services - CCNA)

Message Date 11/18/2025 04:57:04 PM (ET)

Priority NORMAL

Message From pompanobeachfl@customer.ionwave.net
Pompano Beach eBid System

Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason:

This Addendum includes the following:

- The purchasing agent information has been updated.
- The information for the virtual pre bidders conference is included in the Activities task.

Bid Opportunity Information

Bid Number: RLI26-003 Addendum 1

Bid Title: Continuing Contracts for Civil Engineering Services - CCNA

Issue Date: 11/17/2025 06:09:26 PM (ET)

Close Date: 12/18/2025 02:00:00 PM (ET)

Question Cut Off Date: 12/8/2025 12:00:00 PM (ET)

Bid Notes

According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or jeffrey.english@copbfl.com. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an

Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City's eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

The system can be accessed at: <https://pompanobeachfl.ionwave.net/>

Questions about this system can be directed to:
City of Pompano Beach, FL Purchasing Division by emailing Purchasing@copbfl.com or by calling 954-786-4098

| Username | User Name | Email | Delivery Status |
|----------|--------------|--|-----------------|
| ESEIFER | Seifer, Eric | eric.seifer@copbfl.com | Delivered |

Pompano Beach eBid System Bid Addendum Confirmation: RLI26-003 Addendum 2 (Continuing Contracts for Civil Engineering Services - CCNA)

Message Date 11/28/2025 03:20:38 PM (ET)

Priority NORMAL

Message From pompanobeachfl@customer.ionwave.net
Pompano Beach eBid System

Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason: This Addendum is issued to modify and clarify the bid documents for the solicitation. All proposers shall acknowledge receipt of this Addendum in their response.

1. Evaluation Criteria No. 7 – Local Vendor Program
2. Contract Usage – City and CRA

All other terms and conditions of the solicitation remain unchanged.

Bid Opportunity Information

Bid Number: RLI26-003 Addendum 2

Bid Title: Continuing Contracts for Civil Engineering Services - CCNA

Issue Date: 11/17/2025 06:09:26 PM (ET)

Close Date: 12/18/2025 02:00:00 PM (ET)

Question Cut Off Date: 12/8/2025 12:00:00 PM (ET)

Bid Notes

According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or jeffrey.english@copbfl.com. No other



City of Pompano Beach
Procurement and Contracts Department
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

ADDENDUM # 3

RLI26-003 Continuing Contracts for Civil Engineering Services - CCNA

Date: November 28, 2025

Updates to Bid Documents

This Addendum is issued to modify and clarify the bid documents for the above-referenced solicitation. All proposers shall acknowledge receipt of this Addendum in their response.

1. Evaluation Criteria No. 7 – Local Vendor Program

Evaluation Criteria No. 7 has been updated to reflect the requirements of the City of Pompano Beach **Local Vendor Program Ordinance**. Proposers will now be evaluated in accordance with the ordinance provisions, including Tier 1 and Tier 2 local vendor participation. Please ensure that all supporting documentation is submitted with your proposal to receive consideration under this criterion.

2. Contract Usage – City and CRA

This RLI will be used by both the **City of Pompano Beach** and the **Pompano Beach Community Redevelopment Association (CRA)**. Separate agreements will be executed for each entity under the resulting award. The template for the CRA agreement is included in the Bid Attachments tab.

Please be advised that all revisions made to the body of the solicitation have been incorporated directly into the document. To facilitate easy identification, all changes are **highlighted in red text**. Proposers are responsible for carefully reviewing the solicitation and ensuring that their responses accurately reflect the updated requirements.

All other terms and conditions of the solicitation remain unchanged.

Michael Lee

Purchasing Agent

cc: website

member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City's eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

The system can be accessed at: <https://pompanobeachfl.ionwave.net/>

Questions about this system can be directed to:
City of Pompano Beach, FL Purchasing Division by emailing Purchasing@copbfl.com or by calling 954-786-4098

| Username | User Name | Email | Delivery Status |
|-----------------|------------------|--|------------------------|
| PERLUI | Perez, Luis | luis.perez@copbfl.com | Opened |

EXHIBIT B - Insurance Requirements

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 the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment. If the firm has no employees or (only principals/owners), they may file a statutory exemption or sign the City's Workers' Compensation (WC) waiver if the firm has fewer than four employees.

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 |

***The city must be listed as Additional Insured and coverage must be Primary & Non-Contributory.**

Coverages must include premises/operations, independent contractors, contractual liability, products/completed operations, and broad form property damage.

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 \$1,000,000 \$1,000,000 property damage combined

| PROFESSIONAL LIABILITY | Per Occurrence | Aggregate |
|--|-----------------------|------------------|
| XX * Policy to be written on a claims made basis | \$1,000,000 | \$2,000,000 |

***The vendor must maintain coverage with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate for contracts under \$7.5M in construction value. The policy must cover negligent acts, errors, or omissions arising from professional services and the vendor must maintained coverage for the duration of the contract and at least 4 years after project completion.**

(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.

Exhibit B – Cover Page

- 1. Consultant's Response**
- 2. Consultant's Rate Sheet**
- 3. Sunbiz**



RLI 26-003

ELECTRONIC

Continuing Contract for

CIVIL ENGINEERING SERVICES (CCNA)

DECEMBER 18, 2025

SUBMITTED TO:

CITY OF POMPANO BEACH, FL

Procurement and Contracts
1010 NE 3rd Avenue
Pompano Beach, FL 33060
954.786.4098

SUBMITTED BY:

MCKIM & CREED, INC.

Boca Raton, FL
561.910.8630 | mckimcreed.com



MCKIM & CREED
ENGINEERS SURVEYORS PLANNERS



1 TABLE OF CONTENTS



Exhibit "B"

City of Pompano Beach, FL

RLI 26-003 | CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)



TABLE OF CONTENTS

| | | |
|-----|-------------------------------|----|
| i. | Title Page | 01 |
| 1. | Table of Contents | 03 |
| 2. | Letter of Transmittal | 05 |
| 3. | Technical Approach | 08 |
| 4. | References | 23 |
| 5. | Project Team Form | 37 |
| 6. | Organizational Chart | 39 |
| 7. | Statement of Skills & Resumes | 41 |
| 8. | Office Locations | 74 |
| 9. | City & Local Business Forms | 76 |
| 10. | Financial Statements | 83 |
| 11. | Insurance / Exhibit B | 85 |



2 LETTER OF TRANSMITTAL

December 18, 2025

City of Pompano Beach
Procurement & Contracts Division
1010 NE 3rd Avenue
Pompano Beach, FL 33060



RE: RLI 26-003 - Continuing Contract For Civil Engineering Services (CCNA)

Dear Members of the Selection Committee:

The City of Pompano Beach is entering a transformative period in the renewal and modernization of its water, wastewater, stormwater, roadway, and community infrastructure. McKim & Creed is honored to submit our Letter of Interest for RLI 26-003 and to offer a multidisciplinary team that is fully prepared to support the City's ambitious goals with dependable delivery, technical excellence, and a genuine commitment to partnership.

ALIGNMENT WITH THE CITY'S CAPITAL IMPROVEMENT PLAN (CIP) | We recognize that the FY 2026–2030 CIP prioritizes system resiliency, regulatory readiness, operational reliability, and long-term asset stewardship. Many of the City's major investments such as force main assessment and replacement, lift station rehabilitation, water main upgrades, reuse expansion, stormwater retrofits, wellfield performance studies, and water treatment facility improvements fall within McKim & Creed's core strengths.

Our team includes specialists in water and reclaimed water distribution, wastewater conveyance, pumping facilities, drainage, resiliency planning, facility evaluations, permitting, and construction-phase support. We are ready to integrate seamlessly into the City's five-year program and advance projects immediately.

LOCAL PRESENCE AND COMMUNITY PARTNERSHIP | McKim & Creed operates daily from our Boca Raton office which allows for rapid response, in-person collaboration, and familiarity with the City's utility systems, neighborhoods, permitting authorities, and expectations for transparency and service.

Your proposed Project Manager, Omar Khan, PE, having lived in Broward County for the majority of his working career, understands the unique operational challenges of coastal South Florida. Omar, together with the full McKim & Creed team, will bring a personalized, highly skilled, and hands-on approach to every Pompano Beach project. We view every work order, whether large or small, as an opportunity to strengthen your systems, support your staff, and serve Pompano Beach residents with excellence, reliable budget control, with the large majority of assignments delivered at or below the authorized work-order value.

ON-TIME & ON-BUDGET DELIVERY | Your evaluation criteria emphasize the importance of performance. Our record speaks clearly. Under continuing contracts statewide, McKim & Creed has delivered:

- » 2,000+ assignments under CCNA-type continuing service contracts.
- » Minimal change orders, in many cases less than 2 percent.
- » Early delivery of key CIP projects such as pump stations, roadway utility relocations, force mains, stormwater retrofits, and emergency repair inspections.

Our discipline comes from a structured QA/QC process, early risk identification, and fast-track work-order mobilization that ensures work begins within days of authorization.

**MCKIM & CREED
BY THE NUMBERS**

47

YEARS IN
BUSINESS

36

U.S. OFFICES

1000+

PROFESSIONALS

220+

LICENSED P.E.'S

140+

PLS LICENSES

17

LEED
PROFESSIONALS

DEPTH & QUALIFICATIONS OF TEAM | We are proposing a senior, Florida-licensed project manager and principal-in-charge supported by discipline leads in civil, roadway, utilities, stormwater, electrical, structural, and environmental engineering. The team mirrors the organization used successfully on other municipal continuing contracts, giving Pompano Beach:

- » Depth for parallel task orders.
- » Backup coverage for schedule continuity.
- » Full in-house capabilities (civil, survey, SCADA/I&C, structural, mechanical, permitting, SUE, and GIS).

Resumes, an organizational chart, and license documentation are included as required.

SEAMLESS INTEGRATION WITH CITY SYSTEMS | We will fully adopt the City's web-based project management platform for RFIs, submittals, daily logs, schedules, and close-out deliverables. Our internal systems align directly with the City's workflow for:

- » Design development and review.
- » Permit package preparation.
- » Construction phase coordination.
- » As-built documentation and certified record drawings (AutoCAD DWG 2011+/GIS).

A sample project timeline and deliverable checklist are included in our response.

RISK MITIGATION, COMPLIANCE & PREPAREDNESS | McKim & Creed meets all CCNA requirements, carries all mandated insurance, and maintains full bonding capacity. Our work will include:

- » Early risk workshops for every work order.
- » A structured change-order mitigation plan.
- » Rapid-response capabilities for emergency water, wastewater, stormwater, and infrastructure repairs.
- » Proven experience with drainage, pump station rehabilitation, and utility replacement work, all supporting the City's diverse infrastructure needs.

COMPETITIVE PRICING & TRANSPARENT WORK

AUTHORIZATION | We support the City's need for clarity, predictability, and fairness. Our proposal includes:

- » A clean, competitive rate schedule.
- » Optional fixed-fee templates for common task orders.
- » A demonstrated history of negotiating work authorizations efficiently and staying within CCNA limits.

Our structure keeps overhead low and passes savings directly to the City.

YOUR PARTNER FOR "CITY-SCALE" CIVIL

ENGINEERING | We understand the pace, expectations, transparency, and accountability required by Pompano Beach. Our commitment is simple:

- » Local, responsive, municipal-grade civil engineering with turn-key survey-to-design delivery.
- » Proven track record delivering Pompano Beach-scale projects on time and on budget with disciplined QA/QC.
- » Committed to Pompano Beach's local staff, local subcontractors, and measurable participation under the City's Local Business Program.

Thank you for your consideration. We would be honored to support the City and CRA through this continuing services contract.

Sincerely,

McKim & Creed, Inc.



Omar Khan, PE
Project Manager



Mario E. Loaiza, PE, F.ASCE
Principal-in-Charge

Acknowledgement of Addendum

- | |
|--|
| <input checked="" type="checkbox"/> Addendum 1 |
| <input checked="" type="checkbox"/> Addendum 2 |
| <input checked="" type="checkbox"/> Addendum 3 |

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

PROPOSER INFORMATION PAGE

RFP RLI 26-003, CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)
 (number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Mario E. Loaiza Title Regional Manager • Water

Company (Legal Registered) McKim & Creed, Inc.

Federal Tax Identification Number 56-2136769

Address 6501 Congress Ave. #160

City/State/Zip Boca Raton, FL 33487

Telephone No. 386.274.2828 Fax No. 386.274.1393

Email Address mloaiza@mckimcreed.com



3 TECHNICAL APPROACH

3 Technical Approach

A risk-based approach will protect the City's budget and schedule by proactively identifying and resolving potential regulatory, construction, and operational risks upfront during the planning and design phases of a project. Our proven approach can reduce construction costs by over 12% when compared to industry averages for construction cost escalation – which can result in almost \$500,000 in savings for each project constructed under continuing services contract guidelines.

➔ UNDERSTANDING

McKim & Creed's team has the availability and knowledge to assist the City's staff with the development and implementation of water, wastewater, and civil engineering projects. We understand that water and wastewater are critical infrastructure components that impact the quality of life for your residents and businesses. By providing quality professional services in a timely manner, McKim & Creed increases the City staff's capacity to address daily utility needs for the community. Aging facilities and changing technology necessitate continued renewal and rehabilitation efforts. Our multidisciplinary team can assist with all aspects of civil engineering from leak assessments of existing collection and distribution systems to infiltration and inflow studies, hydraulic modeling, lift station rehabilitation, stormwater and local roadway projects.

➔ GENERAL APPROACH

Omar Khan, Project Manager, will manage this contract and will be the City's primary point of contact. Living near Pompano Beach and having worked in Broward County for the majority of his professional career, Omar is familiar with common infrastructure concerns like water supply management, lift station rehabilitation and aging utility infrastructure concerns.

Since the contract may include a wide variety of assignments, the specifics of the approach will vary based on the needs and goals of each work order. Each work order will be developed to meet stakeholder, operational, and financial objectives. We have standard project approaches that we follow to complete each project.

One thing that sets us apart from our competitors is that we provide the same level of attention to detail—no matter how big or small the assignment. For each and every assignment, we focus on the following four elements.

| | | |
|---|---|--|
| <p>1 CONSTRUCTABILITY</p> | <p>Each design will focus on practical, cost-effective construction that minimizes disruptions—critical for CIP projects like Water Main and Force Main replacements and work along NE 10th Street/US-1 corridors. Early constructability reviews resolve conflicts, MOT, bypass pumping, and utility crossings during design.</p> | <p>MINIMIZE DISRUPTION AND CHANGE ORDERS.</p> |
| <p>2 OPERABILITY</p> | <p>Ensuring improvements are intuitive and efficient is vital for the City's Lift Station Rehabilitation Program. Our process starts by listening to operators and maintenance staff—the people who run these facilities. We incorporate their preferences for wet well and valve vault orientation, valve and pump selection, access needs, and long-term maintenance early in design. By aligning electrical, mechanical, and SCADA systems with existing workflows, we deliver lift stations that are safe, easy to operate, maintain, and tailored to the City's daily needs.</p> | <p>OPERATOR-CENTERED DESIGN THAT ENHANCES SAFETY AND SIMPLIFIES O&M</p> |
| <p>3 FLEXIBILITY</p> | <p>McKim & Creed's design philosophy prioritizes flexibility as the City advances its reduction of I&I into its gravity sewer systems. With evolving discharge limitations and regulations for wastewater treatment and disposal, we are ready to partner with you to identify and repair leaks. With our in-house SSES and I&I testing services, we have the flexibility to address issues as they are found in real time helping the City reduce costs and to maintain compliance.</p> | <p>FUTURE-READY DESIGN THAT SUPPORTS LONG-TERM REGULATORY AND CAPACITY NEEDS.</p> |
| <p>4 SUSTAINABILITY</p> | <p>Flood and climate resiliency are vital for projects like Tide Valve Installations, Drainage Rehabilitation, Seawall Enhancements, and Pump Station Improvements. Our coastal engineering expertise strengthens infrastructure in tidal and storm-prone areas, ensuring long-term asset protection and reliable service under changing coastal conditions</p> | <p>RESILIENT SOLUTIONS FOR TIDAL FLOODING, DRAINAGE REHABILITATION, AND ROADWAY PROTECTION.</p> |

DEMONSTRATED APPROACH TO MANAGE RISK

We follow standard project approaches to ensure we complete each project to the best of our ability. Table 3.1 provides typical tasks that are generally included in the planning, design, bidding, and construction phases. Tasks will be tailored to achieve the collective goals of key stakeholders and to manage risks properly to protect the City's interests.

Table 3.1 | Summary of Tasks

| PRELIMINARY ENGINEERING ACTIVITIES | | |
|--|--|---|
| ✓ Preparation of a Project Performance Plan | ✓ Preliminary estimate of construction cost | ✓ Easement and property acquisition requirements |
| ✓ Aerial and/or land survey | ✓ Evaluation of non-economical impacts | ✓ Development and evaluation of alternative project solutions & costs |
| ✓ Accumulation and review of existing and proposed utility data | ✓ Progress reporting and meetings | ✓ Coordination with regional master plans |
| ✓ Evaluation of alternative materials, equipment and processes | ✓ Geotechnical and hydro-geological investigations, as warranted | ✓ Development of stakeholder engagement plans |
| ✓ Development of initial risk registers | ✓ Recommendation of the best alternative | ✓ Basis of design report with review by the City |
| FINAL DESIGN ACTIVITIES | | |
| ✓ Preparation of the plans and specifications | ✓ Project Performance Plan updates | ✓ Maintenance of traffic plans, if applicable |
| ✓ Progress reporting to the City's project manager | ✓ Updated estimates of construction cost at each stage of completion | ✓ Coordination with other utilities, departments and developers |
| ✓ 30%, 60%, 90% and 100% review meetings with City staff, as necessary | ✓ Preparation of permit applications | ✓ Land acquisition assistance |
| BIDDING ASSISTANCE | | |
| ✓ Conducting the pre-bid conference | ✓ Preparation of addenda | ✓ Review of bids |
| ✓ Investigation of bid irregularities | ✓ Investigation of low bidder qualifications | ✓ Report on bid and recommendation for award |
| CONSTRUCTION ENGINEERING AND OBSERVATION | | |
| ✓ Assistance awarding the contract | ✓ Test verification | ✓ Rejecting defective materials |
| ✓ Providing advice and consultation | ✓ Conflict resolution | ✓ Issuing supplemental drawings |
| ✓ Maintaining construction records | ✓ Full-time construction observation if needed | ✓ Record drawings |
| ✓ Reviewing shop drawings and other submittals | ✓ Reviewing and approving partial pay requests | ✓ Conducting the pre-construction conference |
| ✓ Scheduling and conducting monthly progress meetings | ✓ Final inspection and punch list | ✓ Certification of completion |

The City is seeking an engineering firm to provide cost-effective, practical, and resilient solutions to the operational, environmental, and regulatory challenges that must be resolved to maintain reliable services.

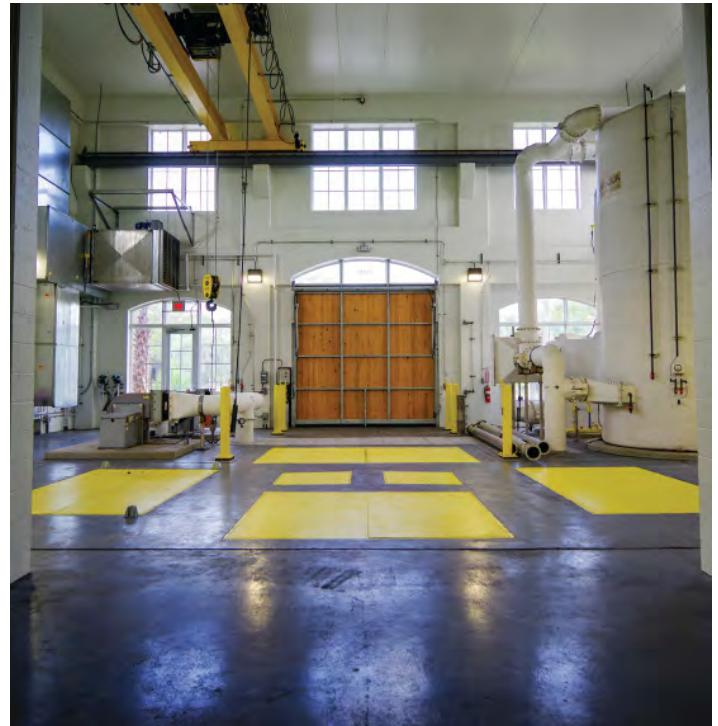
As a fully integrated and multi-disciplinary team, we offer the City a single point of responsibility and the ability to provide services in an expedited manner.

CONSENSUS-BASED PROJECT SCOPES

The success of each Pompano Beach work order begins with collaboration. **From the start of every assignment, McKim & Creed engages City Utilities, Public Works, and Engineering staff to capture their institutional knowledge and priorities while ensuring that each design "begins with the end in mind."** We view City staff as true partners in shaping projects that align with Pompano Beach's Capital Improvement Plan, sustainability goals, and long-term utility vision.

We emphasize open dialogue and frequent reviews so that designs meet the City's expectations for constructability, permitting, and operational functionality. When projects affect neighborhoods or major corridors, our team coordinates closely with City communications to keep residents, businesses, and elected officials informed through public outreach and construction updates while supporting transparency and minimizing disruption.

McKim & Creed understands that Pompano Beach's near-term improvement projects can have lasting impacts on system reliability, resiliency, and public trust. Whether the task involves a neighborhood water main replacement or large-scale lift station upgrades, our team applies the same level of precision, creativity, and care to every work order regardless of size or complexity.



► City of Sarasota - Lift Station No.87



Omar Khan, the Project Manager, will review and develop all task authorization requests with input from one or more of our technical leaders as part of our QA/QC process.

At McKim & Creed, we believe the foundation of every successful project starts with a genuine partnership and active listening. We work side by side with City staff, attentively capturing every operational, technical, and community consideration before developing a solution. Our role is not only to design infrastructure, but to help the City achieve its goals through teamwork, trust, and continuous coordination.

Omar will develop draft task authorizations and hold coordination meetings early and often to ensure all perspectives are heard and incorporated. This teamwork allows us to design with confidence.

In addition, this will create projects that are both technically sound and uniquely responsive to Pompano Beach's needs. By combining the City's institutional knowledge with McKim & Creed's multidisciplinary expertise, we deliver results that reflect shared priorities: resilient infrastructure, operational efficiency, cost control, and community value.



► City of Sarasota - Lift Station No.87

PROJECT MANAGEMENT

For each project the City assigns, our team will develop a clear and concise Project Management Plan (PMP) to ensure that critical success factors are identified, understood, and communicated to the entire project team and the City. The PMP will serve as a "roadmap to success" for quality deliverables and will also extend to all subconsultants. An outline of a typical McKim & Creed PMP is shown below.

Our proven approach to project management ensures alignment with the City's goals, proactive risk mitigation, and seamless coordination across all stakeholders. By leveraging industry best practices and McKim & Creed's decades of experience, we deliver transparency, accountability, and measurable results.

PRELIMINARY OUTLINE OF OUR PMP CONTENTS

| | | |
|--|---|--|
| » Project Overview and Key Milestones | » Electronic Information Management Plan | » Project Permitting Plan |
| » Organizational Structure and Responsibilities | » Environmental Management Plan | » Resource Requirements |
| » Communication Plan | » Quality Management Plan | » Schedule/Milestones |
| » Safety Management Plan | » Design Delivery Plan | » Warranty Administration Plan |
| | | » Post Project Review with The City |

Preliminary Engineering needs to occur, whether it is in the informal sense of basic data gathering and discussions with "head-nods" on how to proceed, or more formal "Preliminary Design Reports" (also named, "Basis of Design Reports") documenting all information gathered and providing recommendations on how to proceed along with 30% design concepts and cost opinions.

For a pipeline project, McKim & Creed begins with field reconnaissance by experienced pipeline design and construction engineers. This is typically required to supplement information that may not be shown on existing utility maps or record drawings. A constructability evaluation is made and the condition of pavements, adjacent drainage, overhead utilities, traffic flow, presence of wetlands, access for special crossings, and the type and density of commercial and residential developments that may be impacted by construction are assessed. If necessary, SUE investigations in the area of the proposed project can be provided for either type of project.

FINAL DESIGN

Following agreement on the recommendations associated with "how to proceed" as part of the Preliminary Engineering, final design may include the following activities:

- ▶ An existing conditions survey will be performed for the full project site, if an acceptable design survey does not already exist.
- ▶ Modeling of the associated pipeline hydraulics or of the process of the facility may be performed either for design purposes or for construction sequencing as necessary.
- ▶ Detailed construction drawings will be prepared that will include plan and profile sheets developed in a scale suitable to the City. The plan and profile sheets will define the precise horizontal and vertical alignment of the proposed pipeline, as well as all special crossings of roadways, ditches, and other public or franchise utilities. Restrained joints will be shown and special pipe bedding will be indicated where necessary. Line valves and air release and vacuum valves will be located as appropriate. Detailed drawings will be included for these appurtenances, as well as pipe bedding and other appropriate pipeline construction item information. Similar detail will be provided for stormwater and roadway projects. After internal QA/QC reviews are completed and comments addressed, construction plans will be submitted to the City for review at the 30, 60, 90 and 100 percent completion stage. A review meeting with the City will be held and review comments, as appropriate and agreed to, will be incorporated at each milestone.
- ▶ Detailed construction specifications including bidding documents will be prepared for all phases of proposed construction. The construction specifications will be submitted for review at the 90 and 100 percent completion stages.

➔ ABILITY TO MEET SCHEDULE & BUDGET

Our project team includes an integration of engineers, estimators, and construction specialists from the initial stages of design through project close-out. This approach develops early cost models and tracks trends so the team can manage risks and provide cost certainty within your established budget and schedule.

🕒 SCHEDULE CONTROL

Design Schedule

McKim & Creed utilizes PlanTrax® as an internal control to develop the scope of work, including project tasks, personnel, budgets, and schedule. PlanTrax® is an Excel®-based project management software that employs the earned value approach to assess budget and schedule status throughout the duration of the project.

Our project manager compares monthly updates to the original project schedule during planning and design to determine if the project is ahead or behind schedule.

McKim & Creed's depth of resources offers the flexibility to make adjustments in our staff allocations to keep projects on track. This is an important aspect of working in today's fast-changing environment. Over the last few years, we have worked closely with clients to meet ever-changing schedules of projects driven by the change in funding availability, drastic population swings and growth forecasts, regulatory changes, and the rapidly changing priorities of elected officials.

Construction Schedule

During construction, a project schedule will be developed by the contractor using Primavera P6 (or an equivalent program). The draft construction schedule will be reviewed by our design team and construction specialists for logical sequencing, adequate float time, and activities that may impact the critical path (i.e., building permits, long lead-time purchases, etc.).

As construction progresses, we typically perform rolling 2- and 4-week 'look-aheads' to monitor progress. The contractor will be requested to make adjustments, as needed, to maintain the critical path and protect the substantial completion date.

This schedule will be updated on a monthly basis and used as a tool to track progress, identify potential issues, and prepare mitigation strategies as necessary. Updated schedules will be a prerequisite for review of the contractor's monthly pay requests.

🕒 COST CONTROL

Managing Design Budgets

As a complement to PlanTrax, we also review our accounting software, BST®, to closely monitor project expenditures. Project expenditures are reviewed at the end of each week, and formal reviews are conducted with the project team on a monthly basis, including subconsultants.

We propose to provide earned revenue and schedule comparisons to the City with our monthly invoices. Potential cost overruns (or schedule slippages) will be discussed during our progress meetings to maintain transparency throughout the project.

Opinions of Probable Cost

Our team will meet with the City at the onset of assigned projects to review and understand financial requirements and budget constraints. Our team will provide engineering opinions of probable construction cost at specified project milestones lending an opportunity to modify designs or bidding configurations to better match the City's project budget, if necessary. Understanding and establishing up-front budget expectations is critical to the success of any project with today's market swings and rising construction costs.



CONTROLLING CONSTRUCTION COSTS

Industry data suggests change orders account for 8% to 14% of final construction costs and can delay projects as much as 20% past completion dates. Our team has developed proven change management procedures that effectively manage project risks and resolve real or perceived claims in an open, transparent, and collaborative manner.

It's critical that the change order process is understood by all stakeholders and owner, contractor, subcontractors, vendors, and consultants, and that open lines of communication are maintained. The change management process should be clearly outlined in the contract documents, reviewed in pre-bid meetings, and reiterated during pre-construction workshops.

Unforeseen site conditions are reported to be the major source of claims by contractors in Florida, including unidentified utilities, unsuitable soils, and sinkholes. We recommend including a baseline geotechnical report with the contract documents that can be used as the basis of all bids for all contractors. This will minimize the potential for subsequent claims, reduce contractor risks, and reduce bid amounts.

We recommend hosting constructability workshops before construction begins with the entire team - the contractor, key subcontractors, the owner, and the engineer. The goal

is to identify and resolve potential ambiguities, errors or omissions prior to mobilization. Changes are less costly to manage at the start of the process, rather than when construction is underway.

Our team typically reviews pending Requests for Information (RFI's) and potential change orders at all construction progress meetings. The goal is to develop consensus-based solutions that are agreeable and fair to all parties.

Ideally, we will attempt to review and resolve change orders at the project manager level. If not, the contract documents should clearly outline procedures to elevate and resolve claims internally between the owner, contractor, and engineer without requiring mediation or litigation - this should be a last resort.

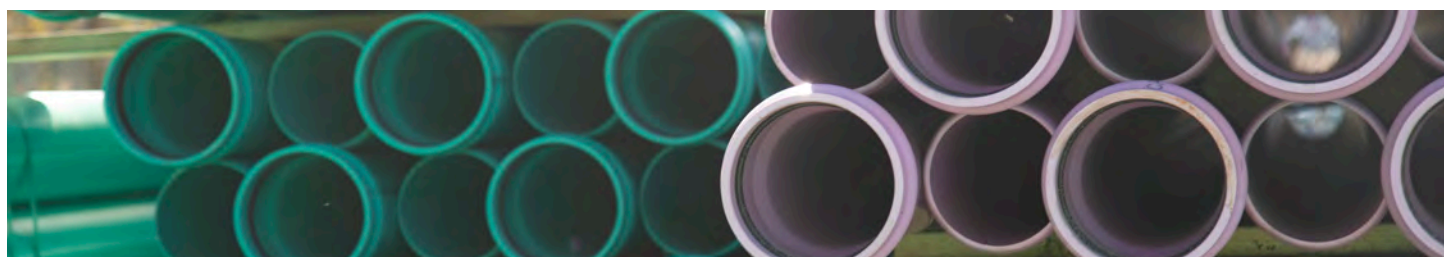
The effectiveness of our construction management program is best documented by comparing estimates of probable costs to final construction amounts. **Table 3.2** includes recent projects that have been completed by our team that reflect project types anticipated under this contract. Winning bids on the projects were typically below the Engineer's Estimate of Probable Cost, allowing projects to be completed well within budget. Additionally, final construction costs on our projects were almost 2% below the bid amount through the use of risk-based contingencies and demonstrated construction management procedures.

Table 3.2 | Demonstrated Quality Assurance/Quality Control

| PROJECT | ENGINEER'S ESTIMATE | BID COST | FINAL COST | % DIFFERENCE = BID TO FINAL COST |
|--|---------------------|--------------------|--------------------|----------------------------------|
| Bunnell WTP Ion Exchange | \$4,710,000 | \$4,828,000 | \$4,860,000 | 0.7% |
| Myakkahatchee Creek WTP RO Reliability | \$8,970,000 | \$8,970,355 | \$8,961,404 | -0.1% |
| Burgaw Wastewater System Improvements | \$10,500,000 | \$7,018,612 | \$7,184,789 | 2.3% |
| North to Southeast RCW Water Transmission Main | \$12,583,210 | \$10,863,110 | \$10,985,631 | 1.1% |
| Reclaimed Water Interconnect | \$15,453,800 | \$14,160,050 | \$13,733,395 | -3.1% |
| Barnards Creek PS Upgrade | \$3,900,000 | \$3,676,581 | \$3,732,750 | 1.5% |
| East County Wellfield Relocation/Expansion | \$7,042,000 | \$6,896,772 | \$6,351,089 | -7.9% |
| Manatee Agricultural Reuse System | \$4,787,000 | \$4,632,309 | \$4,343,926 | -6.2% |
| South County Potable Water Re-Pump Station | \$6,455,205 | \$5,245,700 | \$5,136,282 | -2.1% |
| Alline Avenue Stormwater PS, Ph I and II | \$6,639,525 | \$4,821,600 | \$4,800,000 | -0.4% |
| AVERAGE | \$8,104,074 | \$7,111,309 | \$7,008,927 | -1.4% |

Contractor bids were 12% less than McKim & Creed's cost estimates

Final contract costs were 1.4% less than initial bid costs



➔ CONFLICT RESOLUTION (OR AVOIDANCE)

Transparency, collaboration, and open communication are at the core of our approach. The timely delivery of information pertaining to proposed services, planned activities, work efforts accomplished, and issues anticipated and resolved is central to McKim & Creed's core philosophy. Communication is essential among all the team members to ensure each project runs smoothly and there are no unexpected issues. **A communication plan will be established at the beginning of the project to effectively coordinate among McKim & Creed, our subconsultants, and City staff.**

Our team's philosophy is to resolve conflicts at the lowest level of the organization in a timely manner to avoid escalation. Key components of our proposed change management procedures include:

INCIDENT OR CHANGE TRACKING

The Project Manager will be notified immediately of potential conflicts, both internal and external to the design team. The incidents will be tracked to ensure they are addressed in a timely manner.

CONFLICT RESOLUTION PROCESS

The Project Manager typically has the authority to resolve design and construction issues directly with the City's Project Manager or designated representative. Should the issue not be resolved at that level within 30 days, it will automatically be elevated to the Client Service Manager for resolution.

➔ RISK MANAGEMENT

We recommend the development and implementation of a risk register through all phases of the project. An effective risk register identifies, allocates, and monitors risks during design, construction, and commissioning to protect all team members, including the City of Pompano Beach, the engineer, and the contractor. Through appropriate risk management, the intent is to reduce project costs

The risk register should be reviewed, refined, and updated at all team meetings to monitor and adjust risk allocation and enhance collaboration with all stakeholders.

Risk registers should include not only financial risks, but also scheduling, permitting, safety, environmental, and operational considerations. Contingency amounts can be used as the basis for reducing retainers to further protect the City's interests.

Our team's use of risk registers to develop project contingencies and to properly allocate or accept risks has resulted in final construction costs that are approximately 2% less than the bid amounts on recent projects of similar size and complexity.

➔ MANAGING DESIGN ISSUES

In the event of real or perceived design issues, McKim & Creed will partner with the City to develop a mutually beneficial and equitable resolution. Should the City find issues with a work product (design or cost) the following steps would be taken to immediately resolve the issue in question:

1. After notification by the City that a work product is questioned, or if there are issues with project invoices and/or costs, the assigned McKim & Creed project manager will meet directly with the City representative to discuss the issue.
2. Once the issue is clearly understood, the project manager will present the City representative with a corrective action. This plan will be provided to the City within 24 hours of the meeting.
3. Based on the agreed upon corrective actions, the project manager will correct issues mutually agreed upon and deliver the adjusted work product to the City.
4. A final meeting will be held with the City when the adjusted work product is delivered. The purpose of this meeting is to discuss adjustments made as agreed in the initial meeting. Once accepted by the City, the work product will be considered final.



► City of Ormond Beach - Wilmette Ave. Pump Station



FIELD COMMUNICATION MANUAL

Our team proposes to develop a Field Communications Manual that outlines procedures for the team to follow when communicating with businesses, residents, and the media. The manual would also include a call-down list for emergencies or interview requests. This has proven to be an effective tool for managing miscommunication, mitigating stakeholder misinterpretation, and managing third-party claims.

STAKEHOLDER ENGAGEMENT

ELECTRONIC INFORMATION MANAGEMENT

Our team will leverage software and technology to provide an electronic information management system for projects. This will enable all stakeholders to exchange, review, store and retrieve documents in real time and will facilitate communication between internal and external team members, including City staff. At the end of each project, the folders can simply be downloaded and turned over to the City in electronic format.

We typically establish a secure FTP or SharePoint site for each contract. This will allow the team to readily transfer information and allow City staff to review progress reports in real time.

PERMITTING AGENCIES

Most of the projects assigned under this continuing services contract will require permitting through one or more regulatory agencies, or at least require discussions with these agencies to discuss future or pending regulations that may impact design. Our team is experienced with partnering with the local, state, and federal agencies that may have jurisdiction over projects delivered under this contract, including the Water Management District, Florida Department of Environmental Protection, Army Corps of Engineers, and Florida Department of Transportation.

Based on our experience, we have found it is advantageous to conduct pre-application meetings with these agencies to understand their potential concerns and to open the lines of communication at the initiation of the design. Furthermore, by keeping the regulatory agencies informed throughout the design process, changes in regulations can be understood and potential permitting hurdles can be avoided. This simple effort will expedite the overall permitting process and significantly reduce extensive, time-consuming redesigns.

Once permit applications have been submitted, we will follow up with the respective regulatory agencies to monitor the progress of the application and address agency comments during the review process. We will strive to respond to comments within 10 days after receipt and will encourage City review and comment prior to submitting our response to the agency.

Finally, maintaining our assertion that communication is one of the cornerstone elements of project management, McKim & Creed will create and maintain a permitting log that tracks the date of each agency submittal as well as correspondence, so City staff members are aware of the project's permitting status at all times.

Our experience has demonstrated that pre-application meetings at the initiation of a project ensure timely approval. Additionally, permit applications will be submitted at the 60% design stage to protect project schedules.

"MCKIM & CREED HAS TRANSFORMED WHAT WAS A BLACK EYE FOR THE CITY INTO A PROJECT THAT IS BEING EMBRACED BY THE RESIDENTS – WELL DONE."

Former Commissioner Suzanne Atwell
Lift Station 87 - City of Sarasota



- **City of Sarasota - Lift Station 87 Project Recognition & Awards:**
- » ENR Southeast Award of Merit (2021)
 - » Florida Water Environment Association – Excellence in Engineering (2018)
 - » American Public Works Association, Florida Chapter – Project of the Year (2018)
 - » ISI Envision Silver Award (2025)

COORDINATION WITH UTILITY AGENCY OWNERS

Utilities in Pompano Beach are often located within densely developed corridors where rights-of-way are limited and infrastructure conflicts are common. The alignment of new, improved, or relocated utilities must take into account existing trees, landscaping, stormwater features, and ongoing roadway improvements led by FDOT, Broward County, and private developers.

Because Pompano Beach continues to experience redevelopment and population growth, proactive coordination between City departments, regional utilities, and private franchise owners is essential to maintain reliable service and minimize disruption.

McKim & Creed works collaboratively with all Utility Agency Owners (UAOs) throughout planning, permitting, design, and construction to mitigate conflicts and ensure seamless integration of services. We frequently coordinate with franchise utilities such as FPL, AT&T, and Comcast to locate underground power and communication lines as part of municipal utility projects, helping to build a more resilient and storm-hardened network. Where feasible, we facilitate cost-sharing arrangements or synchronized construction schedules to reduce duplication of effort and community inconvenience. **Understanding that Pompano Beach’s neighborhoods and business corridors are sensitive to construction impacts, our team also partners with City communications to develop clear, proactive outreach strategies.** These include early notifications, stakeholder meetings, and neighborhood updates that promote transparency, manage expectations, and strengthen public trust throughout every project phase.

COORDINATION WITH IMPACTED COMMUNITIES

Maintenance of Traffic (MOT) is critical to the success of any utility improvement or replacement project. Our team proposes preparing detailed MOT plans as part of our design to maintain safe movement of vehicular, pedestrian, and bicycle traffic throughout construction zones. Based on the success of recent similar projects, the MOT plans should be reviewed with the residential and business communities as well as the owner agency.

Table 3.3 | City of Pompano Beach Risk Management & Mitigation

| CATEGORY | RISK / CHALLENGE | MITIGATION STRATEGY | BENEFIT TO CITY OF POMPANO BEACH |
|--|---|---|--|
| Flooding, Storm Surge & Sea-Level Rise | Low elevations and rising groundwater create vulnerabilities to flooding and equipment damage. | Incorporate resilient design standards: elevate equipment, harden facilities, integrate sea-level-rise and storm-surge projections into design. | Protects critical assets and ensures continuity of service during extreme weather events. |
| Infrastructure Capacity & System Growth | Rapid development increases water, wastewater, and reclaimed system demand. | Perform hydraulic modeling, system assessments, and phased capacity planning consistent with Pompano Beach’s growth and CIP projections. | Prevents system overloads, supports managed growth, and aligns improvements with CIP funding cycles. |
| Construction & Community Impacts | Utility projects occur near homes, schools, and major corridors, creating public inconvenience. | Develop proactive public outreach and Maintenance of Traffic (MOT) plans in coordination with City communications and Public Works. | Enhances transparency, reduces complaints, and preserves community trust. |
| Cost Escalation & Schedule Control | Inflation and labor shortages impact budgets and delivery timelines. | Use McKim & Creed’s PlanTrax® and BST® systems for real-time cost and schedule tracking; maintain active contingency plans. | Keeps projects on budget and within schedule while ensuring fiscal accountability. |
| Asset Resiliency & Lifecycle Risk | Aging infrastructure and rising energy costs reduce long-term reliability. | Apply lifecycle cost analysis, encourage redundancy (standby power, corrosion protection, SCADA upgrades). | Extends asset lifespan, reduces maintenance costs, and strengthens system reliability. |

➔ INNOVATIVE APPROACHES TO PROVIDING SERVICES

In the ever-evolving landscape of engineering design and construction administration, innovation is paramount. Our multifaceted approach delivers exceptional services that not only meet but exceed expectations. **By maintaining an ideology of approaching projects from the City's perspective, maintaining operations of critical infrastructure during construction, public outreach and clear communication, we aim to provide solutions that resonate with the community.**

🕒 APPROACHING PROJECTS FROM THE CITY'S PERSPECTIVE

Many Pompano Beach CIP projects, such as water main replacements, force main renewals, and drainage improvements occur within narrow right-of-way corridors and densely developed neighborhoods. In similar contexts throughout Florida, McKim & Creed has successfully implemented neighborhood-scale utility rehabilitation using careful MOT planning, plating strategies during peak hours, and trenchless construction methods to maintain access and reduce disturbance.

For example, in Coral Springs, Omar Khan delivered water and wastewater upgrades in tight residential areas by sequencing construction, coordinating homeowner access windows, and using low-profile staging layouts. These same strategies will allow Pompano Beach to advance its Water Main Replacement Program and Force Main Replacement Program with minimal community disruption.

🕒 ENHANCING SYSTEM CAPACITY THROUGH WATER MANAGEMENT

Building a strong working relationship with the City of Pompano Beach, **McKim & Creed can support the City in detecting, locating, and repairing leaks within the potable water distribution system returning valuable capacity, promoting sustainability, and reducing operational costs.** Our team can also assist with hydraulic model updates through Baseform integration, providing real-time insights into system performance, growth planning, and vulnerabilities that can be proactively addressed through sound engineering design. From an infiltration & inflow (I&I) perspective, McKim & Creed can support this reduction to enhance hydraulic capacity and system reliability. **For the City of Largo, McKim & Creed assessed five lift station service areas to address recurring SSOs, completing 780 manhole inspections, 128,000 linear feet of CCTV evaluations, and flow monitoring at 18 sites. Using hydraulic modeling and field data, we identified infiltration sources and implemented targeted rehabilitation including cured-in-place lining and epoxy coatings to enhance system capacity, reduce wet-weather SSOs, and extend infrastructure life.**

🕒 MAINTAINING OPERATIONS OF CRITICAL INFRASTRUCTURE DURING CONSTRUCTION

Pompano Beach's CIP includes projects that cannot interrupt service like lift station rehabilitation, force main replacements, stormwater conveyance improvements, and planned WTP upgrades.

We have extensive experience designing construction phases around active facilities. **For example, at JEA's Nocatee North Ground Storage Tank Project, McKim & Creed designed phased construction to keep emergency water systems operational while the new tank and stormwater components were built.** This required temporary bypassing, redundant routing, and extremely tight coordination with operators. This same methodology will be applied to Pompano Beach's Lift Station Upgrades, Force Main Isolation Valve Projects, while ensuring uninterrupted service with safe and controlled transitions.

🕒 PUBLIC OUTREACH AND CLEAR COMMUNICATION

Several of Pompano Beach's utility and stormwater projects occur in neighborhoods where clear communication is essential. To support this, **McKim & Creed is partnering with The Merchant Strategy (TMS); an experienced South Florida outreach firm to develop project updates, community notifications, and stakeholder engagement plans.** We successfully used this approach during roadway and utility improvements for multiple cities, allowing construction to proceed smoothly while minimizing complaints. This model applies directly to Pompano Beach's Water Main Replacement, Reuse Connection expansions, and Stormwater Rehabilitation projects.

- ✔ **Public Involvement Plan (PIP):** Develop a plan outlining engagement events, timelines, media opportunities, translation needs, and other elements.
- ✔ **Project Webpage:** Create an independent, SSL-certified, ADA-compliant webpage with Google Translate, providing updates, timelines, scope, FAQs, contact info, and a direct contact form.
- ✔ **Stakeholder Mailing List:** Build and maintain a mailing list using Broward County Property Appraiser and Google Earth, including property owners, businesses, schools, places of worship, and emergency services.
- ✔ **Collateral Materials:** Produce newsletters, mailers, flyers, door hangers, and letters detailing project scope, schedule, impacts, and benefits, with multilingual options (Spanish, Creole) and invitations to workshops/meetings.
- ✔ **Project Hotline:** Establish and maintain a hotline as the first contact for stakeholders, logging all communications (name, contact, date/time, issue, response).
- ✔ **Workshops:** Provide logistics for charrette-style workshops, including venue, A/V, notifications, sign-in sheets, comment cards, setup/takedown, attendance, and note-taking.

⦿ CONSIDERING THE IMPACTS OF SEA LEVEL RISE AND CLIMATE CHANGE RESILIENCE

With the growing threat of climate change, it is imperative to consider its impact on engineering projects. Sea level rise, increased frequency of extreme weather events, and other climate-related factors must be considered in the design and construction process. This includes implementing resilient design practices, such as elevated structures, flood barriers, and sustainable drainage systems. Recently, McKim & Creed designed master lift station improvements for the City of Sarasota. **During the stormwater modeling of the site, we suggested placing the emergency generators on an elevated platform at the 100-year flood stage level. During the 2024 hurricane season, this decision paid dividends when the area flooded but the lift station never lost power.** Along Florida's coast, incorporating hurricane hardening measures is essential. This includes reinforcing structures, using impact-resistant materials, and implementing design features that can withstand high winds and flooding. These measures help protect the integrity of the infrastructure and ensure safety during extreme weather events.

Pompano Beach faces similar tidal and storm challenges, and this level of forward-thinking design is directly applicable to the City's Lift Station Rehabilitation Program and Stormwater Tide Valve Projects.

⦿ OBTAINING MULTIPLE SOURCES FOR PROJECT FUNDING

Securing adequate funding is often one of the biggest challenges in engineering projects. Diversifying funding sources can mitigate financial risk and ensure project viability. Potential sources include SRF Loans, grants, FEMA funding, WIFIA loans, and community block grants. A strategic approach to funding can greatly enhance the feasibility and scope of a project. **In late June, McKim & Creed submitted a Clean Water State Revolving Fund Request for Inclusion related to the Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires (SAHM) on behalf of the City of Flagler Beach.** There was a short window of time to apply for this funding and we were very pleased to help our client meet this deadline and to secure \$19 million in funding.

⦿ STANDARDIZING MATERIALS TO MINIMIZE SPARE PARTS AND INVENTORY REQUIRED

Standardization of materials is a practical approach to reducing costs and simplifying maintenance. By using uniform components, projects can minimize the need for diverse spare parts and reduce inventory requirements. This also facilitates easier repairs and replacements, ensuring smoother operations over the long term. **We have assisted many of our clients in standardizing and creating approved vendor lists and specifications.**

⦿ ALTERNATIVE PROJECT DELIVERY METHODS

Exploring alternative project delivery methods can streamline processes and enhance project outcomes.

Design-build is a method where a single entity is responsible for both the design and construction of a project. This approach can lead to faster completion times, improved communication, and often reduced costs, as it eliminates the need for separate contracts for design and construction. McKim & Creed is currently delivering major water and wastewater infrastructure projects in this manner. **St. John's County recently hired the McKim & Creed team to design and build a 30" water main along a major State Road. We provided a guaranteed maximum price and are well ahead of schedule and on-budget.**

Alongside Integrated Project Delivery and Public-Private Partnerships, we will provide innovative, sustainable approaches to deliver efficient, resilient infrastructure.



► City of Palm Coast - Lift Station D Improvements

🎯 FUNDING

McKim & Creed has decades of experience helping clients fund their utility projects through grants and other resources. Our team has experience meeting deadlines to acquire funding and offers experience with a variety of funding sources. We recently worked with the City of Ormond Beach on four FEMA HMGP grant applications and project assignments through the Hurricane Matthew and Hurricane Irma cycles.

Our in-house team's experience with project funding and grant applications can support whatever financial services the City requires for projects under this contract. Our ability to support the City's funding needs is complete and available to benefit your projects through the coming years.

Our team is familiar with the following funding sources, among others, and will partner with the City to position for these and other grant and low-interest loan opportunities:

- ✔ FDEP Wastewater Grant Program
- ✔ FDEP State Revolving Fund (SRF)
- ✔ Resilient Florida Grant Program
- ✔ Building Resilient Infrastructure & Communities Program (BRIC)
- ✔ Hazard Mitigation Grant Program
- ✔ Legislative Appropriations
- ✔ Water Infrastructure Finance & Innovation
- ✔ Water Management District
- ✔ Grant Funding/FDOT/LAP Experience

McKim & Creed provided design, permitting and construction services to the City of Palm Coast for the installation of **30 new standby generators to provide essential back-up power for pump stations** throughout the city. Funding for the addition of these generators was acquired through FEMA Hazard Mitigation Grants following power outage challenges in 2017 caused by Hurricane Irma.



▶ City of Palm Coast - Backup Power for 30 Generators



→ QUALITY ASSURANCE/QUALITY CONTROL PLAN

McKim & Creed develops task-specific Project Management Plans with input from all key team members so that all parties share a common understanding of the project's objectives and the proposed plan of action to effectively and efficiently meet those objectives. Our QA/QC plan for each project will consider more than just plans and specifications; it will also ensure protection of the City's existing infrastructure and more importantly natural resources.

⊙ MANAGING SCHEDULE AND BUDGET

McKim & Creed has an outstanding record of success on projects with tight schedules being performed on time and within budget. Our team has thrived on projects with compact schedules. Additionally, we believe one of the best indicators of a quality design is that the final project cost is under the engineer's estimate.

| SCHEDULE | COST |
|--|---|
| As a company we are accustomed to meeting our schedule. We do this through effective communication and QA/QC procedures that ensure we meet our agreed-upon deadlines. We also have a history of successfully completing assignments with expedited schedules to accommodate our clients' needs. | Winning bids on our projects average 12% below the Engineer's Estimate of Probable Cost, allowing projects to be completed well within budget. Additionally, change orders on our projects account for well less than the national average of 12% of the bid amount, a testament to our attention to detail during design and our QA/QC procedures. |



QUALITY MANAGEMENT PROCESS

1. Technical / Constructability Review Before Sending to City
2. City Comments Received
3. Comments Reviewed with both the Design & QC Teams
4. Comments, Changes and Solutions Incorporated
5. Internal Q/C Review to Ensure All Comments Are Addressed

QUALITY MANAGEMENT PLAN

McKim & Creed understands the value that an effective Quality Management Plan can have on protecting a project's schedule and budget. Integration of key City staff into the process can also enhance the operability of the facility. Our plan emphasizes proactive communication, challenging and refining planning and design decisions, confirming calculations, enhancing operability, and increasing levels of service. This demonstrated approach will result in cost-effective, practical, safe, and resilient solutions for the City.

Each project will be assigned to a senior, independent professional engineer for QA/QC. The independent reviewer will not be directly involved in the design of the project but will be informed about its schedule, approach, objectives, and expectations. The reviewer will also be kept abreast of City and regulatory review comments and approved scope changes throughout the project to align the review process with the advancement of the project.

The selection of an independent reviewer will be based on their experience and how it relates to the services required to execute the project. **On multidiscipline projects, the independent reviewer may elect to assign other technical specialists, also independent of the design team, to perform more specific reviews of structural, electrical, or other specialty components of the project.**

Subconsultants will be required to perform their own internal QA/QC reviews prior to submitting their documents for our review. This process will be verified through the request for a QA/QC statement to be issued with each submittal. In addition, each subconsultant deliverable will be further reviewed by our independent QA/QC team prior to incorporating their recommendations into our work product.

The purpose of the QA/QC review will be to identify conflicts, redundancies, and inconsistencies; and to ensure the design fulfills the contract requirements, meets regulatory requirements, and aligns with client expectations in a clear

and precise manner without ambiguity. The independent QA/QC review process will occur prior to all project deliverables including meeting minutes, technical memorandums, reports, permit applications, calculations, and design submittals.

The independent reviewer will be responsible for maintaining a QA/QC log that tracks review comments, including those performed by other technical specialists, for discussing them with the design team, and for overseeing that they are properly addressed and documented within the log prior to signing off on the QA/QC process. The QA/QC log may be supplemented with third-party software such as Bluebeam Studio™ that provides a consolidated, cloud-based, electronic document to capture drawing review comments and responses from multiple simultaneous users.

QUALITY MANAGEMENT PROCESS

- ✔ Technical/ Constructability Review Before Sending to City
- ✔ City Comments Received
- ✔ Comments Reviewed with both the Design & QC Teams
- ✔ Comments, Changes and Solutions Incorporated
- ✔ Internal QC Review to Ensure all Comments are Addressed

QA APPROACH FEATURES

We will implement the following independent tasks to build quality into all phases of each assignment:

Implementation of QA/QC Plan

Proposed processes and procedures will be reviewed and accepted by the City. Modifications will be made, if needed, to achieve project-specific QA/QC requirements.

Independent Review & Verification

An independent QA/QC reviewer will be assigned to each task. Cost estimates and schedules will also receive independent reviews to provide realistic and defensible project metrics. QA/QC comments will be tracked on a Design Review and Comment Spreadsheet.

Work in Progress Verification

Deliverables will be reviewed and verified throughout all project phases, including meeting minutes, permit applications, and stakeholder presentations. Reviews will be provided by independent, multidisciplinary engineers, former operators, and construction specialists.

Commitment of Independent Reviewers

Our QA/QC team will consist of senior technical discipline leaders. Qualifications of each independent reviewer can be provided to the City for approval, if requested. All work completed by subconsultants will also be assigned to independent McKim & Creed reviewers.



4 REFERENCES

Bidder Company Name McKim & Creed, Inc.**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

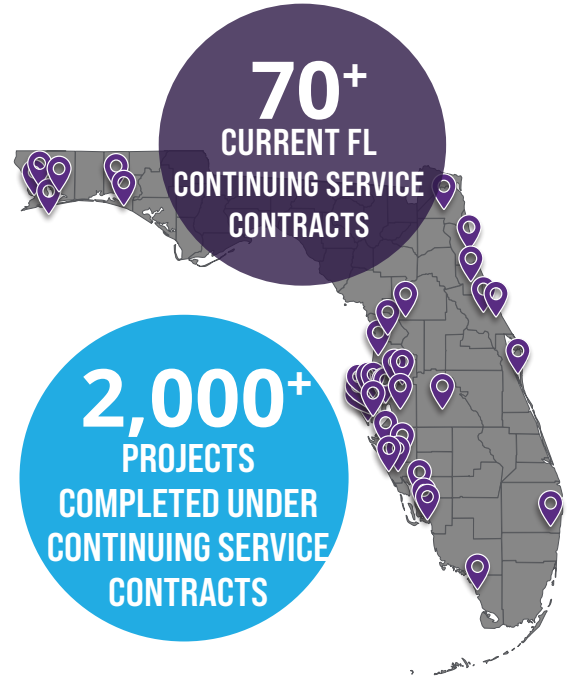
1. Name and address of customer: City of Miramar
2300 Civic Center Place Miramar, FL 33025
 Contact person name, telephone number and email address: Denis Marcelin
mpdenis@miramarfl.gov | 954.883.5022
 Description of services provided and date(s) of service: 2022-2022
DMA Pilot and Leak Detection Survey. 289 distribution leaks and 30 customer leaks were identified. Nearly all of the leaks had no significant visible water at the surface. During the repair efforts, our team was able to pinpoint the exact location of 90% of the leaks for the City.

2. Name and address of customer: City of Deerfield Beach
290 Goolsby Blvd. Deerfield Beach, FL 33442
 Contact person name, telephone number and email address: Larry Koontz
lkoontz@deerfield-beach.com | 954.931.2818
 Description of services provided and date(s) of service: 2021-Ongoing
Professional engineering services including; water treatment and distribution, wastewater collection and treatment, stormwater infrastructure, system maintenance, capital improvements, billing, customer service, and environmental compliance.

3. Name and address of customer: City of North Lauderdale
701 SW 71st Avenue North Lauderdale, FL 33068
 Contact person name, telephone number and email address: Sam May
smay@northlauderdale.org | 954.597.4756
 Description of services provided and date(s) of service: 2023-2023
McKim & Creed provided a water masterplan and grant applications for the City of North Lauderdale. The plan included water treatment, alternative treatment options and a cost benefit analysis of all options. The City used this information to obtain \$7 Million in grant funds.

4 REFERENCES

McKim & Creed's extensive experience in delivering projects similar to those outlined in Part A of the City's RLI is demonstrated by the following pages of relevant assignments, along with appropriate reference contacts, successfully completed by our team and responsible offices within the past five years.



CONTINUING SERVICES CONTRACT EXPERIENCE

McKim & Creed holds more than 70 continuing services contracts throughout Florida and understands how to provide quality, cost effective, and responsive services for a broad range of project types.

Table 4.1 highlights our longevity with some of our Florida clients with whom we have had the pleasure of providing similar services with continuing services contracts over the years.

Table 4.1 | Select Continuing Services Experience

| Client | Number of Projects | Number of Years |
|------------------------|--------------------|-----------------|
| City of Ormond Beach | 140 Projects | 62 |
| City of Clearwater | 250 Projects | 38 |
| City of Daytona Beach | 160 Projects | 29 |
| City of St. Petersburg | 111 Projects | 17 |
| Pinellas County | 125 projects | 27 |
| City of Palm Coast | 90 Projects | 21 |



► City of Palm Coast - Pump Header Replacement



REFERENCE PROJECTS

We have included ten reference projects in the which involved key members of our team, were selected to highlight the breadth and diversity of our capabilities. Each is comparable in size and scope to the City's anticipated needs and demonstrates our ability to deliver similar outcomes.

Table 4.2 | Expected Scope of Services Showcased within McKim & Creed Projects

| PROJECTS | Under GEC | On Time & Within Budget | Water | Wastewater | Reclaimed Water | Utilities | Civil / General Engineering | Electrical / Instrumentation | Stormwater / Drainage | Structural | Mechanical / Electrical / Plumbing | Streets / Roads | Traffic / Transportation Engineering & Studies | Landscape Architecture / Planning Svcs. | Environmental / Geotechnical | Process Evaluation | Resident Inspection / CEI | Cost Benefit Analysis / Estimates | Construction Admin | Permitting |
|---|-----------|-------------------------|-------|------------|-----------------|-----------|-----------------------------|------------------------------|-----------------------|------------|------------------------------------|-----------------|--|---|------------------------------|--------------------|---------------------------|-----------------------------------|--------------------|------------|
| City of Miramar, DMA Pilot and Leak Detection Survey <i>City of Miramar, FL</i> | | ● | ● | | | ● | ● | | | | ● | ● | ● | | | | ● | ● | ● | ● |
| City of Deerfield Beach, GEC <i>City of Deerfield Beach, FL</i> | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| North Lauderdale Master Plan <i>City of North Lauderdale, FL</i> | ● | ● | ● | | | ● | ● | ● | | ● | ● | | ● | ● | ● | | | ● | | ● |
| Pompano Beach Lime Softening Pilot Study <i>City of Pompano Beach, FL</i> | | ● | ● | | | ● | ● | | | ● | ● | | | | ● | ● | | ● | | ● |
| Backup Power to 30 Pump Stations <i>City of Palm Coast, FL</i> | ● | ● | | ● | | ● | ● | ● | | ● | ● | ● | ● | | | | ● | ● | ● | ● |
| City of Ormond Beach GEC <i>City of Ormond Beach, FL</i> | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| Lift Station No. 8 Improvements <i>City of Daytona Beach, FL</i> | | ● | | ● | | ● | ● | ● | | ● | ● | ● | ● | | | | ● | ● | ● | ● |
| North 3 Utilities Expansion Project (UEP) <i>City of Cape Coral, FL</i> | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| Fairpoint to Shoreline Multi-use Pathway <i>City of Gulf Breeze, FL</i> | ● | ● | | | | ● | ● | | ● | | | ● | ● | ● | ● | | | ● | ● | ● |
| City of Palm Coast, GEC <i>City of Palm Coast, FL</i> | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |



1 CITY OF MIRAMAR, DMA PILOT AND LEAK DETECTION SURVEY CITY OF MIRAMAR, FL



The City of Miramar was rapidly approaching its permitted source water limits, and eliminating water loss became a primary objective. City staff had noticed a trend of increasing water production that was not consistent with the rate of population growth or new service connections. After performing flow and pressure analysis of the system, our team conducted a leak detection survey on approximately 80 miles of pipelines and associated service connections to determine the exact location of the water loss.



At the completion of the survey, 289 distribution leaks and 30 customer leaks were identified. Nearly all of the leaks had no significant visible water at the surface. During the repair efforts, our team was able to pinpoint the exact location of 90% of the leaks for the City. With such a high success rate, the City's crews were able to save time, money, and minimize disruptions to service. Ultimately, at similar distribution pressures, the City's water demands were reduced by approximately 1 million gallons per day (mgd). **Savings were estimated at 1,304,352 gallons per day (or 476,088,480 gallons per year) which returned \$2 million a year in revenue to the City.**

Based on the success of this assignment, McKim & Creed was subsequently selected by the City for a multi-year "find it and fix it" program to identify, repair, and/or replace the entire water distribution system. The program includes field surveys, monitoring, design, and construction services and allows the City to prioritize repair/replacement work to optimize their return on investment.

PROJECT DETAILS

OWNER

City of Miramar

PROJECT DATES

2022-2022

Initial Calendar Days: 240

Final Calendar Days: 240

CONSTRUCTION COSTS

Engineer Estimate: N/A

Final Construction Cost: N/A

Service Fee: \$68,000.00

KEY RESPONSIBILITIES

- ✓ Flow & pressure analysis
- ✓ Leak survey (~80 miles)
- ✓ Marked leak locations
- ✓ Assisted repair crews
- ✓ Recommended system improvements

REFERENCE CONTACT

City of Miramar

2300 Civic Center Place

Miramar, FL 33025

Denis Marcelin

Field Operations Manager

P: 954.883.5022

E: mpdenis@miramarfl.gov



Exhibit "B"

2 CITY OF DEERFIELD BEACH, GENERAL ENGINEERING CONTRACT CITY OF DEERFIELD BEACH, FL



In 2021, The City of Deerfield Beach selected McKim & Creed under a General Engineering Contract to provide professional engineering services that support the City's essential public utilities. Deerfield Beach's Utility Department oversees a comprehensive range of responsibilities, including water treatment and distribution, wastewater collection and treatment, stormwater infrastructure, system maintenance, capital improvements, billing, customer service, and environmental compliance. This integrated approach ensures residents receive safe drinking water, reliable sewage and drainage systems, and infrastructure that meets regulatory standards.



Since the start of the contract, McKim & Creed has partnered closely with the city to deliver critical improvements and technical support. Services have included SCADA and instrumentation support to enhance system monitoring and control, architectural and engineering design for lift station upgrades, and programming and on-call assistance to maintain operational continuity. **The team has executed a radio replacement project to improve communication reliability, completed major improvements at Lift Stations 25 and 75, and advanced SCADA standards with a strong focus on cybersecurity. Additional efforts have included generator and mechanical upgrades at Wells 17 and 18, communications and telemetry enhancements at the West Water Plant, and a comprehensive process and control audit to optimize system performance.**

These initiatives reflect McKim & Creed's commitment to modernizing infrastructure, improving operational efficiency, and ensuring the city's utility systems remain resilient and secure.

PROJECT DETAILS

OWNER

City of Deerfield Beach

PROJECT DATES

2021-Current

Depending On Scope And Complexity. Project Durations Typically Range From 90 To 180 Days,

CONSTRUCTION COSTS

Depending on Task Orders Fees Ranged from \$50K to \$150K +

KEY RESPONSIBILITIES

- ✔ Provided SCADA and instrumentation support to enhance system monitoring and control
- ✔ Delivered architectural and engineering design for lift station upgrades
- ✔ Executed radio replacement project to improve communication reliability
- ✔ Completed major improvements at Lift Stations 25 and 75
- ✔ Advanced SCADA standards with emphasis on cybersecurity
- ✔ Performed generator and mechanical upgrades at Wells 17 and 18

REFERENCE CONTACT

City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442
Larry Koontz
Water Plant Maintenance
Superintendent
E: lkoontz@deerfield-beach.com
P: 954.931.2818



3 NORTH LAUDERDALE MASTER PLAN CITY OF NORTH LAUDERDALE, FL



Recently, the City of North Lauderdale identified the need to develop a Water Treatment Master Plan to plot the course of the City's water treatment plant for the next 10 years. The City selected McKim & Creed to provide professional engineering consulting services to develop the Master Plan.

McKim & Creed coordinated with the City to evaluate and develop recommendations for capital projects to include raw water quality, pending and potential future drinking water regulations, development of water treatment plant condition assessments, the effectiveness of existing processes, requirements to meet pending and future regulations, and evaluations of up to three (3) treatment process alternatives. The alternative evaluations included capital and operational costs, effectiveness, ease of operations and maintenance, implementation schedules, and training requirements.



Three (3) alternative water treatment processes were evaluated to address future demand and emerging contaminants. These alternative technologies included 1) ion exchange, 2) granular activated carbon, and 3) nanofiltration. A decision matrix was developed that included weighted criteria to assess which technology would best meet the City's needs.

In addition, McKim & Creed created a five-year plan for the existing WTP which includes recommended projects to be addressed in the coming years prior to the major technological treatment improvements.

McKim & Creed applied for SRF program funding under the Emerging Contaminants appropriation on behalf of the City. FDEP approved the amount of \$7.74 million with 100% Principal Forgiveness for planning and design of a facility that can remove PFAS from the water supply.

PROJECT DETAILS

OWNER

City of North Lauderdale

PROJECT DATES

2023-2023

Initial Calendar Days: 120

Final Calendar Days: 120

CONSTRUCTION COSTS

Engineer Estimate: N/A

Final Construction Cost: N/A

Design Fee: \$149,942

KEY RESPONSIBILITIES

- ✔ Evaluated raw water quality and pending drinking water regulations
- ✔ Performed condition assessments of existing water treatment plant processes
- ✔ Developed and compared three treatment alternatives: ion exchange, GAC, and nanofiltration
- ✔ Created decision matrix with weighted criteria for technology selection
- ✔ Prepared five-year improvement plan for existing water treatment plant
- ✔ Applied for SRF funding and secured \$7.74M with 100% principal forgiveness

REFERENCE CONTACT

City of North Lauderdale

Sam May

Public Works Utilities Director

701 SW 71st Avenue

North Lauderdale, FL 33068

P: 954.597.4756

E: smay@northlauderdale.org



4 POMPANO BEACH LIME SOFTENING PILOT STUDY

CITY OF POMPANO BEACH, FL



During the dry season when the eastern wellfield water is limited under the City's SFWMD Consumptive Use Permit, the City has experienced high organics and color in the lime softening treatment train and this condition has resulted in increased levels of disinfection byproducts (DBPs), which are regulated by the EPA under the National Primary Drinking Water Regulations. Pilot testing was required to demonstrate that the existing lime softening treatment train can be slightly modified by adding a coagulant, such as aluminum chlorohydrate (ACH), to reduce color and organics. It was anticipated that the reduced levels will allow the City to utilize a low dose of sodium hypochlorite for algae control in the filters, while continuing the facility's compliance with disinfection byproduct (DBP) regulations. Upon successful pilot testing, the City plans on modifying the existing permit to add the chemical storage and feed system needed for the coagulant.

McKim & Creed provided engineering services to perform full-scale pilot test for the City's co-located nanofiltration/lime softening water treatment plant that is permitted to treat 50 million gallons per day (mgd) to reduce DBP formation through the treatment process. The treatment process included 40 mgd from lime softening and 10 mgd from the RO treatment train. The City contracted McKim & Creed to perform this testing to acquire permit modifications to address high levels of organics/color on the lime softening train that was causing periodic exceedances of disinfection byproduct (DBP) levels as regulated by the EPA under the National Primary Drinking Water Regulations.

Pilot testing was successful and demonstrated that an enhanced coagulation process reduces DBP formation and improved the overall water quality. Project success included close coordination with the City and with the FDEP before, during, and following the full-scale pilot test.

PROJECT DETAILS

OWNER

City of Pompano Beach

PROJECT DATES

2021

Initial Calendar Days: 90

Final Calendar Days: 90

CONSTRUCTION COSTS

Engineer Estimate: N/A

Final Construction Cost: N/A

Design Fee: \$34,290

KEY RESPONSIBILITIES

- ✔ Performed full-scale pilot testing on lime softening treatment train
- ✔ Added coagulant (ACH) to reduce organics and color in water
- ✔ Coordinated with City and FDEP before, during, and after testing
- ✔ Prepared documentation for permit modification to add chemical feed system

REFERENCE CONTACT

City of Pompano Beach

1205 NE 5th Avenue

Pompano Beach, FL 33060

Phil Hyer

Utilities Treatment Plants

Superintendent

P: 954.545.7030

E: phil.hyer@copbfl.com



5 BACKUP POWER TO 30 PUMP STATIONS CITY OF PALM COAST, FL



McKim & Creed provided design, permitting, and construction services to the City of Palm Coast to install 30 new standby generators to provide essential backup power for pump stations throughout the City. Funding for additional generators was acquired through FEMA Hazard Mitigation Grants following power outage challenges in 2017 caused by Hurricane Irma, which resulted in some of the City's pump stations exceeding their capacity and overflowing.



McKim & Creed provided the following services:

- » Condition Assessments
- » Flood Zone Evaluations
- » Basis of Design Memorandum
- » Preliminary and Final Design
- » Construction Administration
- » FEMA Grant Assistance Improvements included:
 - » Back-Up Generators with Automatic Transfer Switches
 - » SCADA/I&C/Electrical Upgrades
 - » Site Work

In addition to providing engineering and construction administration services, our team oversees the funding compliance services necessary to ensure compliance with the Hazard Mitigation Grant Program (HMGP). The 30 generators were funded and implemented through 6 construction contracts, with five generator sites on each contract.

PROJECT DETAILS

OWNER

City of Palm Coast

PROJECT DATES

2021-2022

Initial Calendar Days: 120

Final Calendar Days: 109

CONSTRUCTION COSTS

Engineer Estimate: \$1,200,000

Final Construction Cost: \$ 1,056,000

Design Fee: \$289,950

KEY RESPONSIBILITIES

- ✔ Condition assessments of pump stations
- ✔ Flood zone evaluations for generator placement
- ✔ Basis of design for backup power systems
- ✔ Preliminary and final generator design
- ✔ Construction administration for six contracts
- ✔ FEMA grant compliance and funding support
- ✔ SCADA, instrumentation, and electrical upgrades
- ✔ Managed site work and grant requirements

REFERENCE CONTACT

City of Palm Coast
 2 Utility Drive
 Palm Coast, FL 32137
 Mary Kronenberg, MPA, PMP
Project Manager I
 P: 386.986.2306
 E: mkronenberg@palmcoastgov.com



6 CITY OF ORMOND BEACH GEC CITY OF ORMOND BEACH, FL



McKim & Creed has provided general engineering services to the City of Ormond Beach for more than 70 years, successfully executing over 160 projects. The firm's experience encompasses a wide range of municipal engineering assignments, including water and wastewater system improvements, stormwater management, roadway and utility design, SCADA system upgrades, and facility renovations.

McKim & Creed as a subconsultant to Jacobs is providing services under this project covering:

- » Wilmette Avenue Stormwater Pump Station: Design and permitting of a new stormwater pump station, including data collection, permitting, bidding administration, and construction phase services.
- » Lift Station 10M & 12M Rehabilitation: Condition assessment, design, permitting, and construction administration for the rehabilitation of aging lift stations, including mechanical, electrical, and SCADA/I&C upgrades.
- » John Anderson Drive Roadway Utility & Stormwater Improvements: Surveying and engineering for storm sewer collection, water, reclaimed water, and sewer infrastructure improvements, as well as stormwater management system design.
- » North Peninsula Water Main Improvements: Replacement of old galvanized water mains with new, larger lines to improve water quality, pressure, and fire protection.
- » SCADA System Upgrades: Consolidation and modernization of SCADA systems across water, wastewater, and collection facilities to improve operational efficiency and reduce maintenance costs.

McKim & Creed's long-standing partnership with the City of Ormond Beach demonstrates a deep understanding of municipal needs and a proven ability to deliver comprehensive engineering solutions for public infrastructure.



PROJECT DETAILS

OWNER

City of Ormond Beach

PROJECT DATES

1999-Ongoing

Depending On Scope And Complexity. Project Durations Typically Range From 90 To 240 Days.

CONSTRUCTION COSTS

Depending on Task Orders Fees Ranged from \$70K to \$225K +

KEY RESPONSIBILITIES

- ✔ Designed and permitted Wilmette Avenue stormwater pump station
- ✔ Assessed and rehabilitated Lift Stations 10M and 12M with SCADA upgrades
- ✔ Surveyed and engineered roadway and stormwater improvements on John Anderson Drive
- ✔ Replaced galvanized water mains on North Peninsula
- ✔ Modernized and consolidated SCADA systems across facilities

REFERENCE CONTACT

City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
Shawn Finley, PE
Assistant City Manager
P: 386.676.3292
E: shawn.finley@ormondbeach.org



7 LIFT STATION NO. 8 IMPROVEMENTS CITY OF DAYTONA BEACH, FL



The City of Daytona Beach operates a collection system with close proximity to the Atlantic coast and waterbodies susceptible to high tides and storm surges, as recent tropical storm systems have exposed. The site of the lift station now sits below the FEMA 100-year flood elevation, which flooded during Hurricane Ian. The lift station was constructed in 1966 as a dry pit / wet pit configuration.

This configuration presented maintenance problems associated with reliability, resilience, and access. In addition, the site was located just off Nova Road and the Nova Canal, which during flooding events, influences the drainage to adjacent properties, including the project site.

The City tasked McKim & Creed with the design, permitting, and bid services for replacing Lift Station 8. Since the station is located on a parcel with sufficient space, the City elected to replace the station in its entirety rather than rehabilitating the existing station in place.

McKim & Creed's approach was to bring the station design standards up to a more modern level. This included elevating the top of the station, controls, and other components susceptible to flooding. The station design improved configuration, emergency pumping capabilities, and site security.

The configuration was changed to a submersible pump type, with all operable valves and controls completely accessible from the surface and out of structures.

Project challenges included the very narrow site (40' x 100'), tight access, and directly adjacent business and residential structures. McKim and Creed worked closely with the City's engineering and operational staff to develop creative solutions. One example, with the elevated top of the wet well, concerns include accessibility and exposure to strikes from maintenance vehicles.

Collaboration resulted in a design that addressed operational staff concerns while still achieving the goal of mitigating the impact of flooding events.

The project was advertised for bid in December 2024 and approved by the City Commission in March 2025. McKim & Creed continues to provide post- design services to the City through the construction of this project.

PROJECT DETAILS

OWNER

City of Daytona Beach

PROJECT DATES

2023-Ongoing

Initial Calendar Days: 180

Final Calendar Days: Ongoing

CONSTRUCTION COSTS

Engineer Estimate: \$2,204,000

Final Construction Cost: Ongoing

Design Fee: \$176,300

KEY RESPONSIBILITIES

- ✔ Designed and permitted replacement of Lift Station 8
- ✔ Elevated station components to mitigate flooding risks
- ✔ Converted configuration to submersible pump type for improved reliability
- ✔ Ensured surface accessibility for valves and controls
- ✔ Provided bid services and ongoing post-design support through construction

REFERENCE CONTACT

City of Daytona Beach
125 Basin Street, Ste. 131
Daytona Beach, FL 32114
Frank O'Keefe, PE
Senior Project Engineer
P: 386.671.8886
E: OKeefeFrank@Daytonabeach.gov



8 NORTH 3 UTILITIES EXPANSION PROJECT (UEP) CITY OF CAPE CORAL, FL



McKim & Creed, Inc. is leading the engineering and design services for the North 3 Utilities Extension Project (UEP) for the City of Cape Coral. The project spans approximately 3.0 square miles and includes 5,150 parcels located in the northwest quadrant of the city, bounded by significant geographical features such as the North Spreader Waterway, Bonefish Canal, and Kismet Parkway.



The North 3 UEP involves extensive civil infrastructure improvements, including the reconstruction of approximately 53 miles of both divided and undivided roads, the installation of nearly 186 miles of potable water, wastewater, and irrigation piping infrastructure, and the construction of up to eight duplex lift stations and two wastewater master pump stations.

Additionally, the project includes upgrading existing storm drainage systems, widening lanes, and implementing safety improvements at key roadways and intersections. The project also incorporates future-proofing measures such as the installation of fiber optic conduits to enhance communication capabilities for lift stations.

The role of McKim & Creed includes extensive coordination with various stakeholders, including the city's master plan consultant, planners for the Southwest Water Reclamation Facility (SWWRF) expansion, and other key development projects. A critical aspect of the project includes preparing and managing several contract packages to facilitate the construction of the numerous components of the infrastructure, ensuring competitive bidding and efficient execution. McKim & Creed's approach involves robust project management, setting up a detailed Project Management Plan (PMP), conducting regular progress meetings, maintaining detailed status reports, and coordinating extensively with subconsultants, local utilities, and government agencies.

Beyond the design phase, McKim & Creed is overseeing public engagement efforts to keep the community informed and engaged, assisting in securing funding through various grants and loans, and ensuring regulatory compliance through comprehensive permitting and hydraulic modeling. These efforts will deliver an efficient and modern utilities infrastructure, ensuring minimal public inconvenience throughout the project lifecycle and providing a resilient solution for the City of Cape Coral.

PROJECT DETAILS

OWNER

City of Cape Coral, FL

PROJECT DATES

2024-Ongoing

Initial Calendar Days: 1080

Final Calendar Days: Ongoing

CONSTRUCTION COSTS

Engineer Estimate: TBD

Final Construction Cost: Ongoing

Design Fee: \$14,115,000

KEY RESPONSIBILITIES

- ✔ Prepared design and permitting for North 3 Utilities Extension Project
- ✔ Managed contract packages for construction and competitive bidding
- ✔ Coordinated with city planners, subconsultants, and government agencies
- ✔ Developed Project Management Plan and maintained progress reporting
- ✔ Oversaw public engagement and funding assistance through grants and loans
- ✔ Ensured regulatory compliance with permitting and hydraulic modeling

REFERENCE CONTACT

City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral FL, 33990
Audrie Goodwin, PE
Principal Engineer
P: 239.252.5379
E: agoodwin@capecoral.net

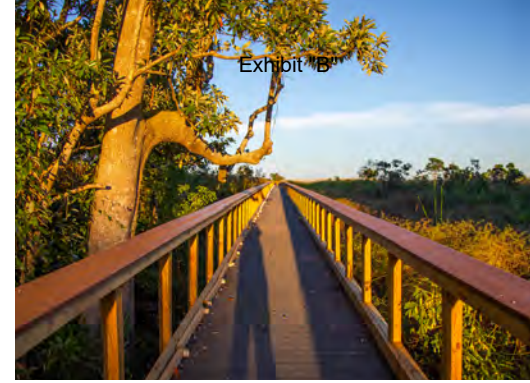
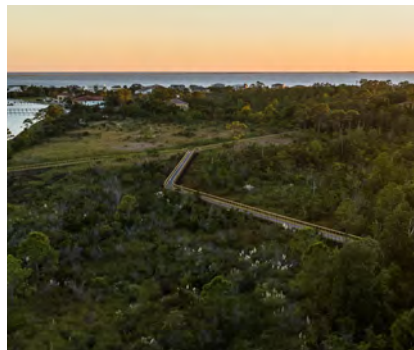


Exhibit B

9 FAIRPOINT TO SHORELINE MULTI-USE PATHWAY CITY OF GULF BREEZE, FL



The City of Gulf Breeze’s Wetland Trail Boardwalk was a key component of the City’s overall mission of promoting interconnectivity across the City. For this project, the McKim & Creed team provided comprehensive surveying, engineering, and environmental services, from project initiation through design, permitting, construction, and close-out/certification.



The Wetlands Trail Boardwalk was designed as a wood pile-supported boardwalk with composite decking and rails, extending approximately 1,600 linear feet through the low-lying wetlands in Shoreline Park west of the park’s entrance road. This environmentally sensitive structure was created to provide an ADA-compliant connection between residential neighborhoods to the west of the park and the park itself, as well as to offer new public access to the beachfront along Santa Rosa Sound. The boardwalk was designed to support various user groups including pedestrians, cyclists, and other non-motorized modes of transport. Its construction involved careful planning to minimize environmental impact and ensure long-term durability and stability in a wetland environment.

McKim & Creed’s team was responsible for surveying the difficult wetland terrain through which the boardwalk was constructed. This included mapping of rights-of-way and the City’s large Shoreline Park parcel, and topographic surveying through the wetlands. Our specialty environmental consultant identified not only wetlands but also other sensitive or noteworthy environmental features—flora and fauna—allowing the design of the boardwalk to incorporate these features and create a learning opportunity for users.

Our team successfully secured the necessary permit authorization from both the Northwest Florida Water Management District and the Army Corps of Engineers in a timely manner, ensuring the project remained on schedule. Due to market conditions at the time, this project went through two separate bid phases before being awarded for construction. During construction, market conditions similarly caused challenges with timely procurement of material and labor, requiring our engagement with the contractor to consider alternative materials and construction methods. Ultimately, the project was completed on time and on budget, protecting the City’s receipt of state grant funding for 50% of the construction.

PROJECT DETAILS

OWNER

City of Gulf Breeze

PROJECT DATES

2019-2023

Initial Calendar Days: 240

Final Calendar Days: 237

CONSTRUCTION COSTS

Engineer Estimate: \$8,000,000

Final Construction Cost: \$8,162,700

Design Fee \$637,346

KEY RESPONSIBILITIES

- ✔ Performed comprehensive surveying of wetland terrain and Shoreline Park parcel
- ✔ Mapped rights-of-way and completed topographic surveys through wetlands
Provided engineering design for ADA-compliant boardwalk structure
- ✔ Coordinated environmental assessments and incorporated sensitive features into design
- ✔ Secured permits from Northwest Florida Water Management District and Army Corps of Engineers
- ✔ Managed bid phases and addressed procurement challenges during construction

REFERENCE CONTACT

City of Gulf Breeze, FL
1070 Shoreline Dr
Gulf Breeze, FL 32561
Craig Chamberlin
Neighborhood Services Coordination
P: 850.934.5109
E: cchamberlin@gulfbreezefl.gov



10 CITY OF PALM COAST GEC CITY OF PALM COAST, FL



The City of Palm Coast has been served by McKim & Creed since 2004. Services include water treatment, water distribution, wastewater collection/treatment, reclaimed water distribution, site/civil, stormwater, electrical, I&C, condition assessment, survey, SUE, architecture, and hydrogeological

McKim & Creed is providing services under this contract including:



- » **Old Kings Road Force Main:** Under a continuing services contract, McKim & Creed provided environmental, survey, geotechnical and engineering design/construction services for the installation of 13,000 feet of 16- and 18-inch force main. A hydraulic analysis was conducted on the manifold force main system that transmitted flow from approximately 33 lift stations. Based upon the results of the analysis, a new 16-inch force main was designed to work in concert with the existing 8-inch force main in service. The project involved seven directional drills, one jack-and-bore crossing and seven connections to existing force mains. To benefit the City, two consultants worked mutually to combine the force main work with a project to design and construct a new master pump station. The pump station project and force main project were combined into one Project Manual, while the technical specifications and drawings were issued separately by each consultant to complement the entire bid package. By combining projects, the City was able to realize a significant cost savings
- » **Belle Terre Forcemain Tie-In at Town Center:** McKim & Creed provided design services including permitting, bidding and construction services to design the Belle Terre Force Main Tie in at the Town Center. The project gave the City of Palm Coast the flexibility to divert the flow from the Belle Terre system to another collection system which flowed east rather than north.
- » **Emergency Potable Water Main Interconnect:** McKim & Creed provided design services for a potable water main interconnect between the City of Palm Coast and the City of Flagler Beach. Services for this project included the design, permitting, construction observation and surveying phase services for an emergency potable water main interconnect that provides potable water to either City during emergency situations. An emergency would be considered a major line break or the ability to increase pressure in the distribution system for fire-fighting purposes.

PROJECT DETAILS

OWNER

City of Palm Coast

PROJECT DATES

2004 - Ongoing

Depending On Scope And Complexity. Project Durations Typically Range From 90 to 270 Days.

CONSTRUCTION COSTS

Design Fee: Depending on Task Orders Fees Ranged from \$50K to \$375K +

KEY RESPONSIBILITIES

- ✓ Water & Wastewater Engineering
- ✓ Stormwater Modeling
- ✓ Electrical & Structural Design
- ✓ SCADA & Controls Integration
- ✓ Surveying & SUE
- ✓ Condition Assessment
- ✓ Geotechnical & Hydrogeological Analysis

REFERENCE CONTACT

City of Palm Coast
2 Utility Drive
Palm Coast, FL 32137
Mary Kronenberg, MPA, PMP
Project Manager I
P: 386.986.2306
E: mkronenberg@palmcoastgov.com



5 PROJECT TEAM FORM



5 PROJECT TEAM FORM

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

PROJECT TEAM

RLI NUMBER 26-003

Federal I.D.# 56-2136769

PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|-----------------------|--|----------------------------|--------------------|
| Principal-In-Charge | Mario Loaiza, PE | 29 | B.S. |
| Project Manager | Omar Khan, PE | 18 | B.S. |
| Asst. Project Manager | Chase Dickinson, PE | 13 | B.S. |
| Other Key Member | Dave Ubert, PE | 33 | B.S. |
| Other Key Member | Ryan Robinson, CCST II | 19 | B.S. |

SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|------------------|--|--|
| Surveying | McKim & Creed, Inc. 6501 Congress Ave. #160 Boca Raton, FL 33487 | Sam Hall, PSM |
| Landscaping | Cotleur & Hearing 1934 Commerce Lane, Suite 1 Jupiter, FL 33458 | Don Hearing, PLA, ASLA, LEED AP |
| Engineering | Nutting Engineers 111 SW 1st St, Dania Beach, FL 33004 | Richard C. Wohlfarth, PE |
| Other Key Member | The Merchant Strategy 5255 NW 33rd Avenue Ft. Lauderdale, FL 33309 | Sharon Merchant |
| Other Key Member | Cummins Cederberg 888 S. Andrews Ave., Ste. 206 Ft. Lauderdale, Florida 33316 | Jordon Cheifit, PE, CFM |
| Other Key Member | | |
| Other Key Member | | |

(use attachments if necessary)

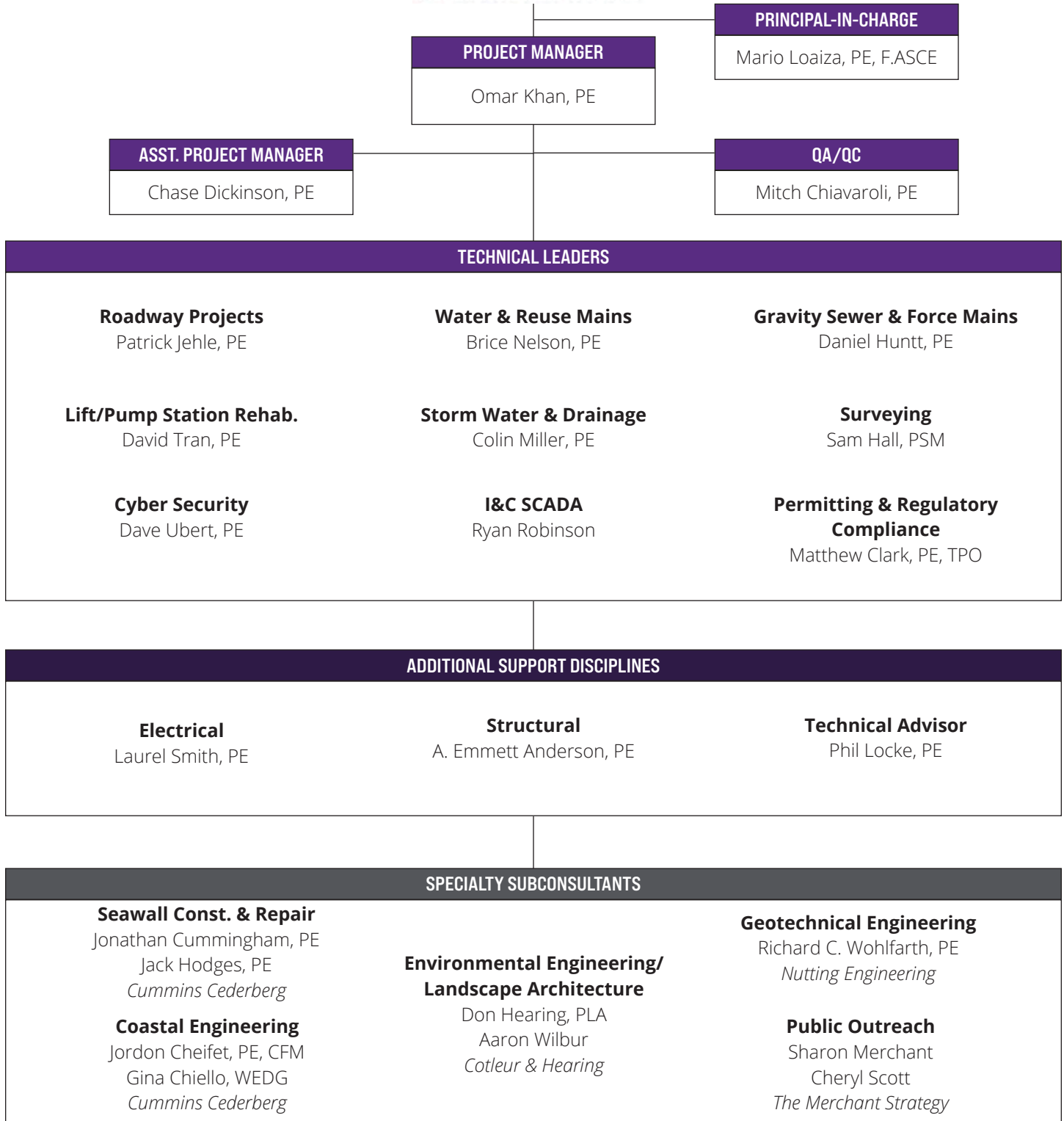


6 ORGANIZATIONAL CHART

6 ORGANIZATIONAL CHART

Organizational Chart

CITY OF POMPANO BEACH, FL
Continuing Contract For Civil
Engineering Services (CCNA)
 RLI 26-003





7

STATEMENT OF SKILLS & RESUMES

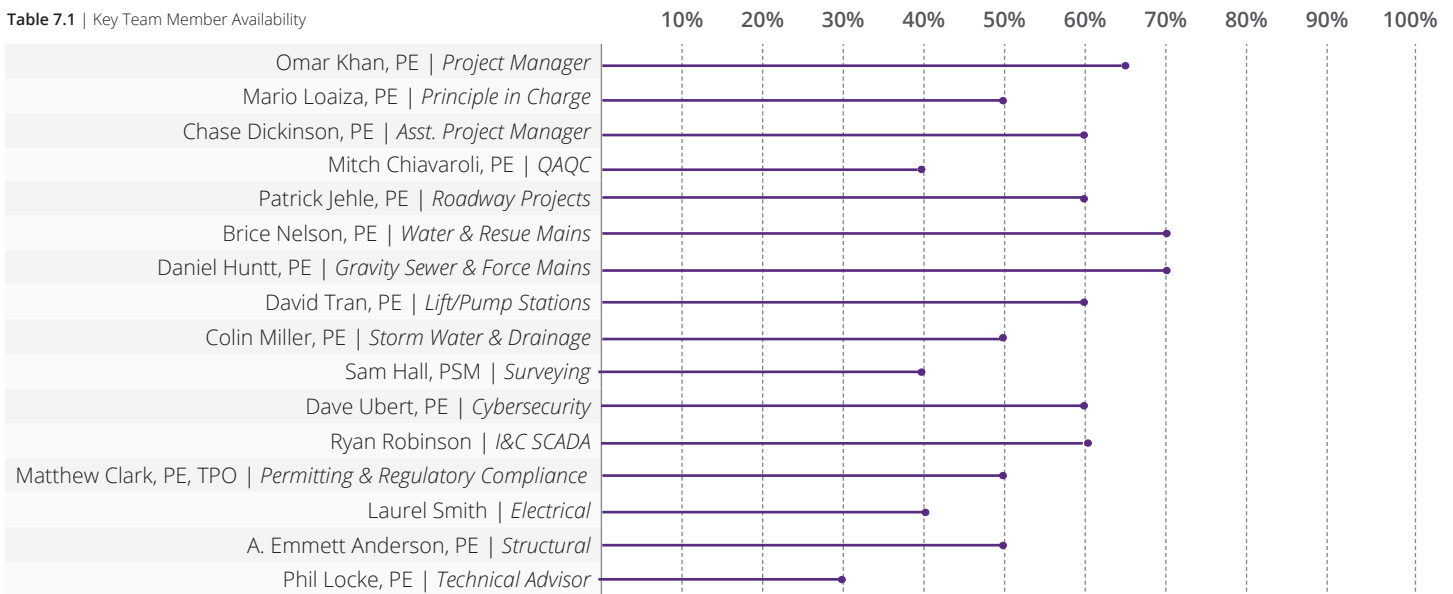
7 Statement of Skills & Resumes

McKim & Creed's extensive experience in delivering projects similar to those outlined in Part A of the City's RLI is demonstrated by the following list of relevant assignments, along with appropriate reference contacts, successfully completed by our team and responsible offices within the past five years.

AVAILABILITY & WORKLOAD

Our team has the availability to complete projects assigned under this contract. Because of our diverse and skilled workforce, staff capacity can be readily managed to meet the project requirements. In the event of a need to increase productivity, we have an exceptional work-share program that will allow us to surge staff assignments to meet the City's needs. The current and projected workloads of our key personnel were carefully considered when assembling the team. The key personnel proposed are all available to perform on this contract, as demonstrated by **Table 7.1** below.

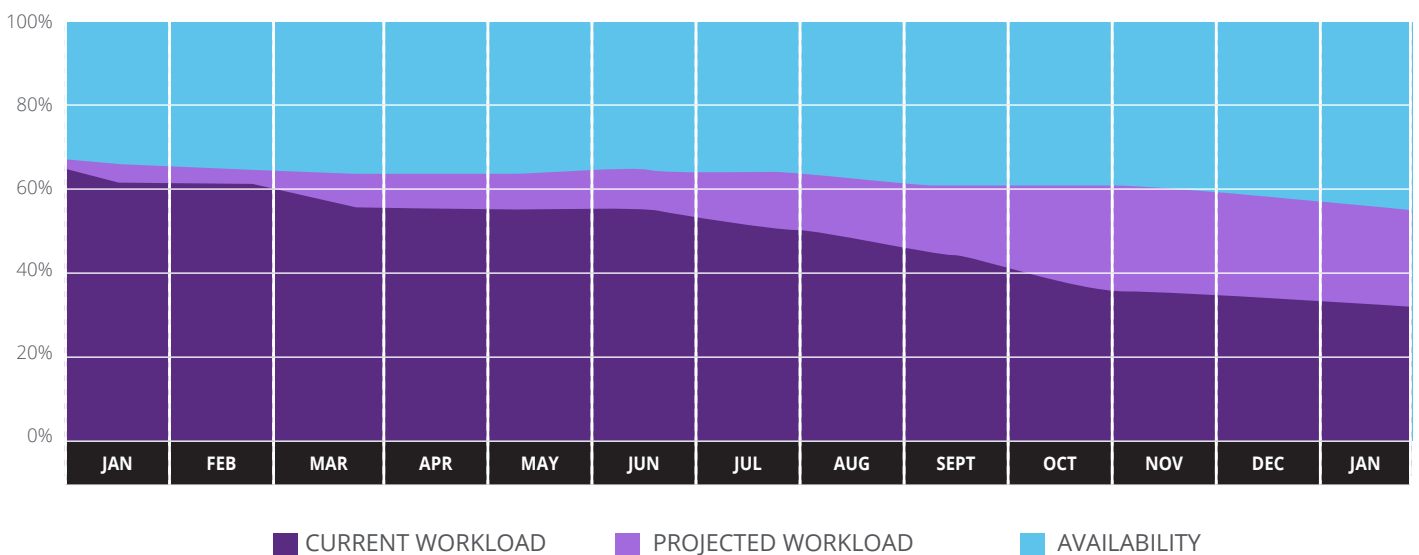
Table 7.1 | Key Team Member Availability



Once selected, Mr. Khan will be dedicated to the City, as needed, to partner with your staff.

PROJECT MANAGER
Omar Khan, PE
Currently 65% Available

Table 7.2 | McKim & Creed's Florida Offices Availability for the next 12 months





Omar Khan, PE

PROJECT MANAGER

QUALIFICATIONS

- ✔ Diverse experience in wastewater collection and water conveyance
- ✔ Management and design lead for lift stations and civil engineering infrastructure projects
- ✔ Master Planning and Feasibility Study Expert

EDUCATION

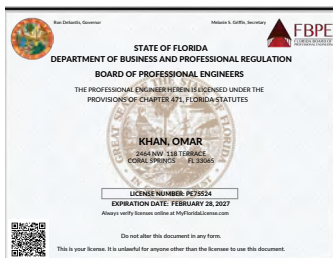
B.S., Environmental Engineering, Florida Atlantic University

LICENSURE

Professional Engineer: FL #75524

YEARS OF EXPERIENCE

18



Omar Khan has 18 years of experience working as an engineer in the water/wastewater industry. Omar has managed, designed, and supported infrastructure-related projects. Specific experience includes utility coordination; water and sewer replacements; water and sewer relocations; water and sewer system modeling; sanitary sewer evaluation services (SSES) and pipeline and force main condition assessments; inflow and infiltration studies; sanitary sewer lift station and force main design; and trenchless and rehabilitation technologies. His attention to project scoping, planning, challenges, quality control, and understanding the project is evident.

► Project Experience

Potable Water Distribution Master Plan Update, Manatee County: Served as Project Manager for the comprehensive update of Manatee County's Potable Water Distribution System Master Plan, leading a multidisciplinary team of engineers through data collection, hydraulic modeling, system evaluation, and technical documentation. Directed development and calibration of the hydraulic model to assess existing system performance, identify deficiencies, and evaluate current and future capacity under projected growth conditions. Coordinated internal technical reviews, managed schedules and deliverables, and oversaw preparation of the master plan report and Capital Improvement Plan (CIP) to guide phased infrastructure investments over a 20-year planning horizon. Provided strategic oversight to ensure the study met County objectives, regulatory requirements, and long-term sustainability goals

Emergency Water Services Interconnect, City of Coral Springs & City of Coconut Creek, FL: Project Manager responsible for full design services, permitting, bidding assistance, and engineering services during construction for a critical potable water interconnect between two municipal systems. The project included installation of 850 LF of potable water transmission main and a valve/flow meter vault to support emergency operations. Trenchless construction was successfully implemented, with 220 LF of 12-inch DIP installed via directional drill. Responsibilities also included coordinating with County and State agencies, verifying existing utilities, and ensuring compliance with all regulatory and roadway requirements during construction beneath an active corridor.

Professional Engineering & Design Services for North 3 UEP, City of Cape Coral, FL: Project Engineer for the North 3 Utilities Extension Project. Covering approximately 3.0 square miles and 5,150 parcels, the project aims to reconstruct 53 miles of roads, install 186 miles of potable water, wastewater, and irrigation piping infrastructure, and construct eight duplex lift stations and two wastewater master pump stations. Additionally, the project involves upgrading storm drainage systems, widening lanes, and implementing intersection safety improvements, while also incorporating fiber optic conduits for future communication needs. The role includes extensive coordination with various stakeholders, robust project management practices, and detailed topographic and subsurface utility surveys to ensure seamless execution. Beyond the design phase, the firm is overseeing public engagement efforts, assisting in securing funding, and ensuring regulatory compliance.

Rehabilitation of Lift Stations 22A and 21D and New Force Main, City of Coral Springs, FL: Project Manager for the planning, design, permitting and construction engineering to rehabilitate two sanitary lift stations which included new pump(s), riser piping, railing systems, fittings, valves, mechanical equipment, protective coatings, concrete slab, fence, gates, control panels and diesel generator. In addition, a new force main connecting two of the lift stations was constructed.



Chase Dickinson, PE

ASST. PROJECT MANAGER

QUALIFICATIONS

- ✓ Expert in gravity, vacuum and low pressure design
- ✓ Leader in water transmission and distribution modeling
- ✓ Recognized for water and wastewater treatment facility evaluations

EDUCATION

M.S., Civil Engineering,
Florida Atlantic University

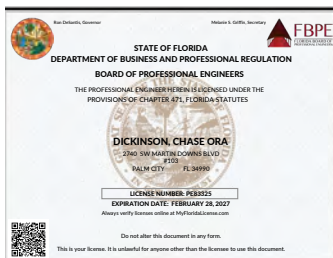
B.S., Civil Engineering, Florida
Atlantic University

LICENSURE

Professional Engineer, FL
#83325

YEARS OF EXPERIENCE

13



Chase Dickinson has 13 years of experience as an engineer in the water/wastewater industry. Chase has designed and managed infrastructure projects including raw water supply, water treatment, water transmission and distribution systems, water and force main replacement, gravity sewer, vacuum, low pressure, pump stations and booster stations. While working on these projects he provided design reports/plans, specifications, cost estimates, permitting, bidding assistance and engineering services during construction. He also has experience developing hydraulic models, master plans and feasibility studies.

► Project Experience

Potable Water Distribution System Expansion Evaluation, Manatee County, FL:

Project Manager. The Manatee County Utilities Department provides potable water service to the residents of Manatee County, Sarasota County, and several local cities. The County expects to see continued growth and plans on extending potable water transmission mains to areas outside of the current service area boundary, or future development area boundary (FDAB). The County has selected McKim & Creed to evaluate and develop planning level recommendations and preliminary opinions of construction costs to extend potable water transmission mains and any necessary booster facilities to areas with planned or future development.

FY'2023 Planning and Technical Assistance for Potable Water System Manatee County, FL:

Project Manager. Manatee County Utilities owns and operates a Potable Water System that includes several facilities. Operating the Potable Water System requires various ongoing planning, and technical assignments and duties to ensure the facilities are meeting permit requirements and levels of service. The County hired McKim & Creed to provide planning and technical assistance.

Water Distribution Model Update and Master Plan, City of Margate, FL:

Project Manager. The master plan was prepared in response to the City's desire to update their system wide hydraulic model. The project modeled the water transmission and distribution network and evaluated the hydraulic capacity with respect to current and future demands. The project also identified cast iron piping and recommended the required pipe sizes to replace the obsolete components. The final report included a phased Master Plan for recommended improvements to the existing water transmission and distribution system.

Force Main System Model and Master Plan, City of Margate, FL: Project Manager. This report was prepared in response to force main piping system breaks, increase in horsepower requirements at lift stations and the results of localized force main integrity evaluations. The project modeled the wastewater transmission system and evaluated the hydraulic capacity with respect to current and future service requirements. The project also included investigating the air release valves and isolation valves. The final report included a phased Master Plan for recommended improvements to the existing wastewater transmission system.

NW 110th Avenue Water Main Replacement, City of Coral Springs, FL:

Project Manager. The project was to resolve operational issues associated with cast iron pipe in the distribution system. Chase designed a new water main along NW 110th Avenue from Wiles Road to Sample Road. The project consisted of installing approximately 5,280 feet of 8-inch ductile iron pipe alongside the old cast iron main which was abandoned and grouted. There were five existing fire hydrants that were removed and replaced along with three new fire hydrants installed. The project also consisted of replacing forty-two water services that serve the surrounding neighborhood.



Mario Loaiza, PE, F.ASCE

PRINCIPAL-IN-CHARGE

QUALIFICATIONS

- ✔ 29 years of utility design and management expertise.
- ✔ Former Utility Director in Palm Beach and Martin Counties
- ✔ Well versed in emerging Water/Wastewater issues including SSES, sea level rise resilience and Lead & Copper Rule Revision compliance

EDUCATION

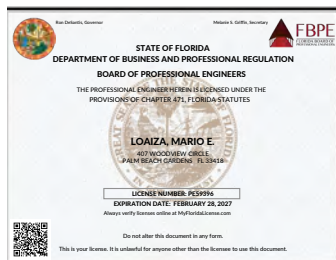
B.S., Civil Engineering,
University of Alabama

LICENSURE

Professional Engineer: FL
#59396

YEARS OF EXPERIENCE

29



Mario has 29 years of experience in both the public and private sectors. Key strengths include client account management, business development and growth across multiple business classes, water and wastewater utility and transportation program management. His experience includes leading winning strategies and large teams, directing capital improvement projects, overseeing the development of engineering master plans, engineering design and operations of water and wastewater treatment facilities, land development design and project management. He is well versed in management of staff, infrastructure design and operation, water distribution, sewer collection, drainage and master lift station design, project manual/project specifications, probable cost estimates, and conceptual reports. Strengths include strong management skills, writing, presentation and verbal communication skills as well as the ability to analyze raw data in relation to engineering. Mario has extensive knowledge of market strategy, long-range planning, budgeting, and development of capital plans, regulatory compliance, inter-government relations, emergency response, hurricane preparedness and customer service.

► Project Experience

City of Boynton Beach General Engineering Consulting Services City of Boynton Beach, FL:

Principle-in-Charge. Mario's key responsibilities include leading the engineering team, serving as the city's primary contact, and ensuring projects meet regulatory standards and are completed on time and within budget. Mario's extensive experience in water engineering, strong leadership, and the ability to devise innovative solutions make his role vital for delivering high-quality services that improve the city's water infrastructure.

Professional Engineering & Design Services for North 3 UEP City of Cape Coral, FL:

QA/QC. McKim & Creed is leading the engineering and design services. Covering approximately 3.0 square miles and 5,150 parcels, the project aims to reconstruct 53 miles of roads, install 186 miles of potable water, wastewater, and irrigation piping infrastructure, and construct eight duplex lift stations and two wastewater master pump stations. Additionally, the project involves upgrading storm drainage systems, widening lanes, and implementing intersection safety improvements, while also incorporating fiber optic conduits for future communication needs. The role includes extensive coordination with various stakeholders, robust project management practices, and detailed topographic and subsurface utility surveys to ensure seamless execution.

Water Treatment Plant Master Plan, City of North Lauderdale, FL: Serves as principal-in-charge for developing a 10-year capital improvements program to rehabilitate and maintain an existing lime softening facility. The master plan also included an evaluation of conceptual level treatment alternatives and costs for complying with proposed PFAS limits.

Asset Management Continuing Services, City of Fort Lauderdale, FL: Client Contract Manager. Mario focused on client satisfaction and ensured that this citywide Asset Management program is delivered on time and on budget. Mario was available to the client and leveraged all resources from both local and regional offices as needed. From project visioning to delivery, Mario was available to the client to address challenges as they emerged. The Principal-in-Charge is leveraged to communicate with staff and our resources to address any gaps and to lead the teams to a successful project completion.

Utility Direction and Representative Projects, Hobe Sound/Jupiter Island, FL: Directed all aspects of the WWTP safety improvement design-build project, septic to sewer conversion study, established backflow prevention program, creation of comprehensive Policies and Procedures Manual, managed \$12M annual budget, capital planning, GIS Map system creation, Instrumentation and Controls conversion, and SMRU History Document for newly elected Commissioners.



Patrick Jehle, PE

PROJECT ENGINEER | ROADWAYS

QUALIFICATIONS

- ✔ Project Management, Design and Permitting for Sidewalks and Pedestrian Facilities
- ✔ Local Agency Program (LAP) Experience
- ✔ ERP Permitting (General, Individual, Exemptions)
- ✔ Proven Leader and Facilitator of Public Involvement Activities
- ✔ Specific experience with the multi-use trails, recreational facilities and pedestrian facilities

EDUCATION

B.S., Civil Engineering,
Georgia Institute of
Technology

LICENSURE

Professional Engineer, FL
#71528

Professional Engineer, AL
#32657

FDEP Qualified Stormwater
Management Inspector

YEARS OF EXPERIENCE

25



Mr. Jehle has 25 years of experience of diverse civil engineering experience in the areas of improving recreational and park facilities, developing wetland trails, integrating intermodal trails with roadway projects, and protecting green spaces. Mr. Jehle also has experience with the design and permitting of a wide range of storm water management system types, including conventional dry ponds, dry ponds with both gravity fed and pump assisted filtration, below- grade exfiltration, wet retention and vegetated natural buffer configurations.

► Project Experience

Fairpoint to Shoreline Multi-Use Pathway, City of Gulf Breeze, FL: Project Manager. McKim & Creed provided surveying, civil engineering, and landscape architecture services to design a new 10-foot-wide multi-use pathway along the Fairpoint Drive/Shoreline Drive loop, a distance of approximately four miles, that will support multi-modal transportation for bikes, carts, scooters and other wheeled modes of transport in this active area of Gulf Breeze. This design also includes intersection safety improvements at side streets and critical mid-block crossing locations, along with rehabilitation and upgrade of an existing 5-foot wide sidewalk to provide an ADA-compliant path for pedestrian foot traffic. Additionally, our team completed community multiple outreach efforts to educate citizens about the project and gather public input early in the project's development, such that the input could truly influence the final design

Avery Street Sidewalks and Drainage, Escambia County, FL: Project Manager. This project includes sidewalk and drainage improvements along West Avery Street in Escambia County, Florida. New sidewalks are proposed along both sides of Avery Street, and new drainage infrastructure will be included to close an existing open ditch system.

North Old Corry Field Road Sidewalks and Drainage (FDOT District 3 LAP), Escambia County, FL: Project Manager. This LAP project included sidewalk and drainage improvements along North Old Corry Field Road in Escambia County, Florida. New sidewalk is being constructed along the east side of the roadway, and an new inlet and pipe system is included to replace an existing open ditch system.

South Old Corry Field Road Sidewalks and Drainage | Escambia County, FL: Project Manager. This project included sidewalk and drainage improvements along South Old Corry Field Road in Escambia County, Florida. New sidewalk is being constructed along the east side of the roadway along with a new inlet and pipe system to replace an existing open ditch system.

Bobe Street and Scott Street Sidewalks and Drainage, Escambia County, FL: This project included sidewalk and drainage improvements along Bobe Street and Scott Street in Escambia County, Florida. New sidewalk was constructed along the south side of Bobe Street along with a new inlet and pipe system that replaced an existing open ditch system. New sidewalk was constructed along both the north and south side of Scott Street.

Daniel Drive and Joachim Drive Improvements, Gulf Breeze, FL: This project includes construction of new access and safety improvements along Daniel Drive and Joachim Drive in Gulf Breeze, Florida. Vehicle access improvements include driveway connection upgrades to several properties within the project area, intersection improvements at Daniel Drive and Andrew Jackson Trail, and upgraded public parking. Pedestrian access improvements include new sidewalks, pedestrian crosswalks and upgraded ADA accessibility features throughout the project area. Safety improvements included addition of new raised pedestrian crosswalks, new speed tables, and upgraded signing and pavement markings



Brice Nelson, PE

PROJECT ENGINEER | WATER & REUSE MAINS

QUALIFICATIONS

- ✔ Expert leader providing planning, design, permitting and construction in municipal projects and infrastructure
- ✔ Managed and contributed to numerous significant pipeline design projects
- ✔ Proven expertise in stakeholder engagement and interagency coordination

EDUCATION

M.S. Business Administration, University of Mary

B.S. Civil and Environmental Engineering. Southern Illinois University

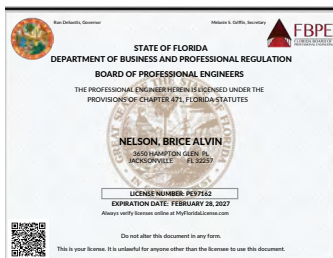
LICENSURE

Professional Engineer, FL #97162

Professional Engineer, VA, SD, ND, IA

YEARS OF EXPERIENCE

26



Brice, a Senior Civil Engineer, brings 26 years of diverse experience in civil engineering, covering areas such as water and wastewater, stormwater, and small transportation projects. His extensive expertise spans design, construction administration, cost-saving engineering, municipal design, water and sewer distribution, and stormwater management. With his broad background in general civil engineering, Brice is a valuable asset across various facets of the field.

► Project Experience

JEA Nocatee North Ground Storage Tank, Jacksonville, FL: Backup project manager, serves as the main local contact, coordinating with subconsultants, manufacturers, project staff, and the JEA project manager to ensure smooth operations. His leadership in meetings, schedule management, and technical expertise in site layout and piping design are crucial. Brice collaborates with JEA on cash flow schedules and cost estimates, supporting financial management. His efforts in maintaining the project schedule are key to on-time deliverables, and his focus on collaboration and innovation enhances his contributions.

Waters Avenue 24" Force Main, Hillsborough County, FL: Serves as Engineer of Record responsible for design and technical oversight of the 22,000-linear-foot 24-inch force main replacement along Waters Avenue. Brice leads the design of open-cut pipeline sections, ensuring compliance with Hillsborough County standards and WRD requirements. His responsibilities include establishing design criteria, reviewing alignment alternatives, coordinating permitting, and developing construction documents through the 60%, 90%, and 100% design phases. Brice provides guidance on constructability, cost, and material selection while coordinating with County staff, subconsultants, and the design-build team. His leadership ensures technical accuracy, regulatory compliance, and efficient progression from design through GMP development.

JEA Cedar Bay WRF Pipe Replacement, Jacksonville, FL: Serves as project engineer supporting design and coordination for wastewater piping replacement and above-ground system upgrades at the Aeration Basin. Responsible for pipe support spacing calculations, cost estimating, and development of technical specifications. Assists with schedule preparation and coordination between structural, process, and mechanical disciplines. Brice's analytical precision and proactive communication help maintain alignment among the design team, contractors, and JEA, contributing to efficient execution and on-schedule delivery.

JEA Nocatee South Ground Storage Tank, Jacksonville, FL: Serves as project engineer supporting design and coordination for the new reclaimed water ground storage tank and associated piping systems. Brice assists in schedule management, cost estimating, and preparation of technical specifications while coordinating closely with structural, process, and electrical disciplines. His role includes design input on site layout, yard piping, and hydraulic considerations, ensuring constructability and operational reliability. Brice's collaboration with JEA, subconsultants, and internal design teams promotes efficient communication, technical accuracy, and adherence to project milestones.

St Johns County SR 16 Reclaimed Water Main Extension, St. Johns County, FL: Backup Project Manager. The design-build project to extend the reclaimed water main along SR16 for St. Johns County involves Brice as a key coordinator among SJC, subconsultants, contractors, and project staff. He leads weekly meetings, manages the project schedule, and ensures effective communication and timely progress. Brice also supports financial management by collaborating on budget adherence and provides technical input on design aspects to meet project requirements and SJC expectations.



Daniel Huntt, PE

PROJECT ENGINEER | GRAVITY SEWER & FORCE MAINS

QUALIFICATIONS

- ✔ Trenchless Utility Line Design and Construction Expert
- ✔ Skilled Modeler
- ✔ Understands Local Central Florida Soils and Characteristics for Drill

EDUCATION

B.S., Civil Engineering,
University of North Florida

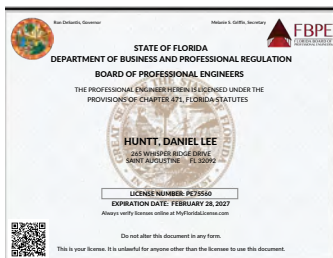
LICENSURE

Professional Engineer, FL
#75560

Stormwater Mgt. Inspector

YEARS OF EXPERIENCE

24



Dan has 24 years of experience in providing engineering services on water/wastewater, stormwater, industrial wastewater, and civil/site projects. He is skilled in designing trenchless technologies, large diameter force mains, and retrofitting industrial wastewater treatment facilities. His expertise extends to securing various permits and managing procurement and construction for a wide range of infrastructure projects. He has served as a trusted consultant for several public-sector clients such as Clay County, CCUA, FDOT, JEA, St. Johns County Utilities, Dept. of Veteran Affairs, and St. Johns River Water Management District.

► Project Experience

JEA, San Jose System Phase Out, Jacksonville, FL: Engineer for the design, permitting, and bid-phase services for the construction of 3,850 LF of 20-inch PVC DR 25 force main via open-cut method, including gate valves and air release valves (ARV). Permitting involved preparing plans for pavement restoration and traffic maintenance, and coordinating with the City of Jacksonville. The project aimed to reroute wastewater flow from the San Jose WWTP to the Arlington East WRF. The force main redirected flow south along Lavista Circle, Sanchez Road, San Servera Drive, and Waterfront Terrace, connecting to the San Clerc Pump Station and tying into the Royal Lakes Outfall pipe. At Old Kings Road and Rathbone Drive, the existing force main and outfall pipe were interconnected for future flow management.

Northeast Jacksonville Force Main, JEA, Jacksonville, FL: Project Engineer for the design and permitting of a new 20-inch force main to support a planned development in the northeastern portion of Duval County. The alignment extends along Lem Turner Road (S.R. 115) and continues toward Nassau County. Responsibilities included hydraulic analysis to determine optimal sizing and alignment, coordination with multiple stakeholders for right-of-way and utility conflicts, and preparation of detailed construction plans. The scope also involved securing permits from regulatory agencies, addressing environmental considerations, and ensuring compliance with JEA standards for long-term reliability and capacity.

Fury Drive Pump Station and 20-Inch Force Main, JEA, Jacksonville, FL: Project Engineer for the design and permitting of a major infrastructure upgrade, replacing an existing pump station with a new master pump station and upsizing the existing 14-inch force main to a 20-inch diameter. The project required detailed pump station design to meet increased capacity demands, integration with JEA's existing wastewater system, and evaluation of hydraulic performance under peak flow conditions. Additional responsibilities included developing construction sequencing plans to minimize service disruptions, coordinating with local agencies for permitting, and preparing cost estimates and technical specifications to ensure

County Road 218 Water and Sewer Main Relocation, CCUA, Clay County, FL: Project Engineer for the design and construction management of the relocation of a 12-inch gravity sewer and 10-inch water main within the County right-of-way (ROW) to make room for the widening of CR218. Scope included coordination with a multi-disciplined team to address conflicts with other utilities, the new stormwater system in the ROW, and the roadway improvements within the CR218 ROW efficient and reliable operation.

St. Johns County Utility District, SR 16 RCWM, St. Johns County, FL: Project Engineer for project to design, permit, and construct a new reclaimed water main within the FDOT Right of Way of State Route 16. This project consists of 23,000 LF of 20-inch PVC and 24-inch HDPE along the Northeast corridor of the roadway. Challenges included a compressed timeline for design and construction to meet deadlines of a treatment plant completion and demarcation of wetlands to reduce permitting requirements.



David T. Tran, PE

PROJECT ENGINEER | LIFT/PUMP STATION REHABILITATION

QUALIFICATIONS

- ✔ Expertise in potable water and wastewater treatment process and infrastructure design
- ✔ Strong knowledge in permitting rules and regulatory compliance
- ✔ Proficient in CAD, GIS, technical documentation, and engineering analysis

EDUCATION

M.S. Environmental Engineering, University of Central Florida, 2020

B.S. Environmental Engineering, University of Central Florida, 2017

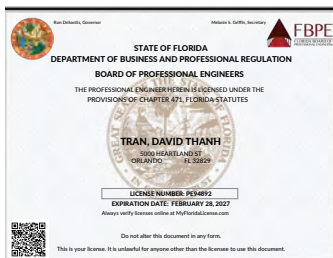
B.S. in Geography, University of Florida, 2014

LICENSURE

Professional Engineer, FL #94892

YEARS OF EXPERIENCE

10



Professional environmental engineer with 10 years of experience in treatment process design, infrastructure, permitting rules/regulations and compliance, and construction services. Experienced with many types of environmental and water resources engineering projects throughout Florida, including potable water and wastewater treatment process design (from conceptual design through bid documentation and construction services), chemical systems, booster pump stations, lift stations, facility operation, facilities permitting compliance with regulatory and government agencies, water quality and water level monitoring, construction project engineering, and superfund site cleanup.

► Project Experience

Lakeland/Bartow/Polk Booster Pump Station and Auburndale/Winter Haven Booster Pump Station, Polk Regional Water Cooperative (PRWC): Engineer of Record and Project Lead for the design and construction of two booster pump stations, including ground storage tanks, metering stations, chemical storage and feed pumps, and electrical and I&C implementation. Technical responsibilities included preparing preliminary design reports (initial design concepts with technical and cost input from manufacturers) and full set design drawings and specifications (60% set through bid set). Management responsibilities include client services, progress and review meetings, coordinating team of multiple disciplines, monthly progress reporting.

Lift Station 7 Rehabilitation & Replacement, Deltona Water, City of Deltona: Project engineer on the analysis and design of the rehabilitation/replacement of the Lift Station 7 to address surcharge issues and aging structure. Responsibilities involved elevation analysis of the sewer surcharge issues, generating the alternatives analysis report and accompanying CAD drawings of 6 alternatives to rebuilding the lift station and relevant pipelines, and generating the final PDR and accompanying CAD design drawings. This included elevation considerations, wet well sizing, cost analysis, electrical instrumentation coordination with vendor, flow analysis, and build-out projection.

Lift Station #3, City of Orlando: Project Engineer overseeing all aspects of construction for a municipal lift station upgrade. Responsibilities included managing the full project lifecycle from pre-construction through closeout. Key duties involved producing and reviewing technical submittals to ensure compliance with design specifications, developing and maintaining detailed project schedules, and securing necessary permits in coordination with local authorities. Drafted and negotiated contracts, vetted subcontractors for quality and reliability, and facilitated seamless coordination among subcontractors, vendors, and manufacturers. Oversaw procurement by ordering specialized equipment and parts, ensuring timely delivery to meet project milestones. Managed invoicing and budget tracking to maintain financial accuracy and accountability. Acted as the primary point of contact for stakeholders, ensuring clear communication and adherence to project goals, safety standards, and regulatory requirements.

FDEP Operational Permit Renewals and Permit Modifications, Various Facilities and Clients: Engineer of Record and Project Lead for over a dozen successful operational permit renewals and modifications for various facilities, such as Eastern WRF, North WRF, South WRF, Hamlin WRF (Orange County Utilities), Greenwood Lakes WRF (Seminole County), Oviedo WRF (City of Oviedo), Reedy Creek WWTF (Reedy Creek Improvement District), Water Conserv II (Woodard & Curran), Bee Ridge WRF (Sarasota County), Sandhill WRF (TOHO Water Authority), Gibson Oaks WPF (Polk County Utilities). Responsibilities include leading kickoff meetings and preapplication meetings, forms and documentation, development of the Operation & Maintenance Performance Report and Capacity Analysis Report, creating CAD/GIS supporting figures, site visits, and submitting the final submittal package to FDEP and addressing any outstanding RAIs.



Sam Hall, PSM

SURVEY PROJECT MANAGER

QUALIFICATIONS

- ✔ Nearly three decades of experience in the Geomatics field
- ✔ Has managed multiple FDOT contracts over the past two decades
- ✔ Project Management
- ✔ Cost Control

EDUCATION

M.S., GPS Satellite Surveying and Conformal Mapping, University of Maine

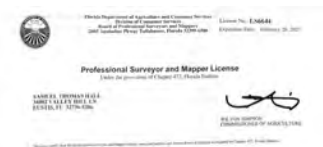
B.S., Geography and Anthropology, University of Southern Maine

LICENSURE

Professional Surveyor and Mapper, FL #6644

YEARS OF EXPERIENCE

26



Sam brings nearly three decades of surveying, mapping, and project management experience to the McKim and Creed team. His experience includes multi-million-dollar transportation, state agency, and municipal development geospatial projects in all Florida regions, with a specific focus on FDOT surveying and mapping support. Throughout his career, Sam has demonstrated exceptional project understanding and technical expertise, providing an ability to pair technology resources to project needs that deliver comprehensive scope solutions, expedite survey task completion and limit cost. He has led both large and small geospatial teams through proposal development, scope delivery, quality control activities, and contract administration.

► Project Experience

Florida's Turnpike Enterprise (FTE) South System Miscellaneous Surveying and Mapping: Project Manager and primary point of contact for four consecutive FTE South System Surveying and Mapping contracts, overseeing all aspects of task authorization production, field safety, and contract management. Assignments were primarily focused in the Turnpike southern region (Indian River County and south) but were issued as needed throughout the enterprise. Tasks included design surveys of all levels, drainage surveys, hydrographic surveys, subsurface utility investigations of all CI/ASCE 38-02 Quality Levels, terrestrial mobile lidar, advanced alignment retracement, control surveys, and miscellaneous right-of-way mapping document production. This contract also served as FTE's "Sunshine 811" utility locating service for miscellaneous construction within the system to mark FTE-owned utility facilities ahead of construction activities by third parties. More than 300 individual task authorizations were successfully performed over the course of ten years.

Florida Department of Transportation (FDOT) District 6 SR 826 / Palmetto Expressway Widening CEI, Survey Project Manager: Surveying Task Manager. Sam served as surveying task manager on this Construction Engineering Inspection (CEI) contract overseeing the widening of the Palmetto Expressway from SW 8th Street to Bird Road. Surveying services included verification of Project Survey Control and pre-construction check cross sections to confirm plan cross slopes. Surveys were performed to confirm contractor layout and construction including pond surveys, drainage surveys, bridge as-built surveys, and as-built cross sections following construction. All work within the travel lanes was completed remotely using lidar technology, eliminating impacts to traffic flow within this high-speed limited access corridor.

Florida Department of Transportation (FDOT) District 6 NW 12th Avenue Bascule Bridge CEI: Surveying Task Manager. Sam served as surveying task manager for this Construction Engineering Inspection (CEI) contract overseeing the construction of the NW 12th Avenue Bascule Bridge in downtown Miami. Surveying services rendered over the course of the \$57million construction included demolition surveys to ensure removal of previous infrastructure in accordance with the construction plans, right of way layout for viewing to confirm existing R/W per the construction plans and location of potential encroachments prior to contractor mobilization, pre-construction hydrographic surveys to confirm plan waterway cross section data, bridge pier as-builts, bridge component location verification, and verification of horizontal and vertical control.

Miami-Dade County Busway CEI, Segments II and III: Survey Project Manager. Sam oversaw the construction of the Miami-Dade County Busway Corridor from SW 312th Street to SW 88th Street. Surveying services included alignment verification, horizontal and vertical control verification, roadway check cross sections, intersection surveys to confirm ADA improvements matched plan criteria, utility surveys to confirm utility data provided in the plans, as-built surveys of the busway travel lanes, and miscellaneous verification of surveying-related work performed by the contractor.



Colin Miller, PE

PROJECT ENGINEER | STORM WATER & DRAINAGE

QUALIFICATIONS

- ✓ 25+ years of drainage improvement projects
- ✓ Extensive experience in civil and stormwater engineering design
- ✓ Specialized groundwater and surface water modeling expertise
- ✓ Practical coastal solutions, including tide gates on outfalls

EDUCATION

BS, Civil Engineering,
University of Missouri at
Rolla

ME, Civil Engineering,
University of South Florida

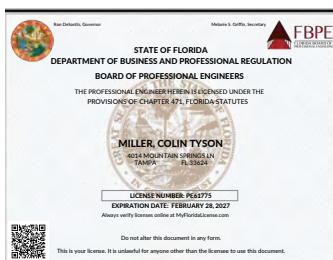
LICENSURE

Professional Engineer, FL
#61775

Professional Engineer, NC,
LA, TN

YEARS OF EXPERIENCE

25



During his 25-year career, Colin Miller has developed a reputation for resolving complex infrastructure issues and developing practical cost solutions in West-Central Florida. Examples include a flood abatement plan for a 760-acre subdivision in Pasco County; parking lot expansions for a frozen-food distributor; storm, sanitary and roadway improvements for the East Gateway area of Clearwater; a stormwater master model revision for Tampa International Airport; and a flooding relief feasibility study in Tampa. He also has broad experience with GIS data processing and map production, as well as engineering programming.

► Project Experience

South Brooksville Stormwater Master Drainage Plan Update, Brooksville, FL: Served as technical lead. He prepared revised stormwater model to assess drainage improvement projects 728 acres of South Brooksville and Hernando County. He was responsible for updating a model with developments and calculate Benefit-to-Cost Ratios for potential drainage improvement projects. Colin used publicly available 4-band aerial photographs to calculate Normalized Difference Vegetation Index (NDVI) to enhance road and building footprint GIS data to enhance impervious area calculations.

Bob White / Brookwood Drainage Improvements, Okaloosa County, FL: Served as project engineer. The Bob White Drive Culvert was damaged and undersized for draining approximately 100 acres of residential and undeveloped land McKim & Creed prepared an ICPR model and drainage report to replace the culvert with a larger culvert without increasing flows downstream. The analysis supported an Environmental Resource Permit (ERP) application processed by the Northwest Florida Water Management District. Project Included: H&H modeling, certification, and permitting.

Lake Maria Sanchez Flood Mitigation and Drainage Project, St. Augustine, FL: Served as technical lead. The FEMA-funded project to redesign the City of St. Augustine's stormwater and flood mitigation system. Designed stormwater inlets, manholes, and junction boxes. Selected stormwater drainage pipe materials, ensured proper drainage, and ensured historic curb compliance. Assisted in determining project costs.

Drainage Improvements from Hercules to Arcturas, City of Clearwater, FL: Served as engineer-of-record and project manager. The channel stabilization project is in Clearwater, Florida and is approximately 1000 linear feet of existing drainage channel which ranges from 3 to 7-feet deep. Mr. Miller is the Project Manager and Engineer-of-Record for the Basis of Design Report, Construction Plans, and Specifications.

Letter of Map Revision for Hidden Creek, City of Zephyrhills, FL: Served as technical lead. Hidden Creek Subdivision is a 347-unit single family residential development in central Pasco County, FL. Mr. Miller prepared a Letter of Map Revision application, calculations, and responses to comments from FEMA. He revised the permit ICPR model for as-built conditions and prepared additional hydraulic models (HEC-RAS) to respond to complex comments from FEMA.



David Ubert, PE

CYBERSECURITY

QUALIFICATIONS

- ✔ Over 30 years as a successful automation engineer and leader
- ✔ SCADA/OT/ICS
- ✔ Cybersecurity Risk Assessment/Artificial Intelligence

EDUCATION

B.S., Electrical Systems Technology, Milwaukee School of Engineering

LICENSURE

Professional Engineer WI #100524-6

YEARS OF EXPERIENCE

33

Dave is responsible for protecting critical infrastructure from cyber threats. His primary focus is assessing and mitigating vulnerabilities, developing robust security protocols, and ensuring compliance with industry cybersecurity standards and regulations. While SCADA systems are part of his scope, his expertise extends beyond process control to encompass advanced cybersecurity strategies, automation design, and risk management. Dave brings extensive experience in safeguarding operational technology environments and implementing resilient, future-ready security solutions.

► Project Experience

SCADA System Study and Upgrade, City of Daytona Beach, FL: Cybersecurity Lead.

The City of Daytona Beach operates multiple treatment plants and pumping stations equipped with SCADA systems for monitoring and control. These systems are outdated, making operations challenging and spare parts costly. McKim & Creed is assessing current SCADA systems to recommend a coordinated replacement strategy. They will prepare specifications to ensure consistent development across the city's facilities, including guidelines for tag numbering and network design. Additionally, McKim & Creed will explore automation opportunities and develop design documents for SCADA upgrades at the Bethune WRF, Westside Regional WRF, and Brennan WTP. The final phase will enable the city to implement the SCADA system replacements.

St. Johns County Utilities Cybersecurity Assessment, St. Johns County FL:

Cybersecurity Lead. McKim & Creed is conducting a cybersecurity assessment for St. John's County, emphasizing the evaluation of the county's operational technology (OT) network. The project involves compiling a comprehensive asset list with a focus on OT system components to identify vulnerabilities. The assessment includes a review of St. John's County's disaster recovery process and workshops to engage stakeholders. A detailed report will be created, offering recommendations and outlining projects to enhance security measures. Additionally, an incident response plan will be developed to ensure swift and effective action in the event of a cyber incident, safeguarding the county's digital infrastructure

Pinellas County Utilities Cybersecurity Assessment, Pinellas County, FL: Cybersecurity

Lead. McKim & Creed conducted a cybersecurity assessment for Pinellas County, focusing on a comprehensive evaluation of the county's OT infrastructure to identify vulnerabilities and potential threats. The process involved analyzing network architecture, reviewing security policies, and testing systems for weaknesses. The assessment aimed to provide a detailed report highlighting risks and offering recommendations for enhancing security measures. By implementing these recommendations Pinellas County strengthen it's defenses against cyber threats, ensured protection of sensitive data, and maintained compliance with industry standards. This proactive approach helps mitigate risks and safeguards the county's digital assets from potential cyber-attacks.

Wellington Cybersecurity Audit, Village of Wellington, FL: Cybersecurity Lead.

McKim & Creed conducted a SCADA Cybersecurity Readiness Assessment, applying key elements from IEC/ISA 62443 2-1, NIST Cybersecurity Framework 2.0, and EPA 817-B-23-001 to evaluate the organization's cybersecurity posture. The project was structured around five core tasks, including data gathering, gap and vulnerability assessment, and an operational risk workshop, all aimed at identifying weaknesses and aligning operations with industry standards. The assessment provided client stakeholders with a roadmap of prioritized recommendations to support future regulatory compliance and long-term cybersecurity planning





Ryan Robinson

I&C SCADA

QUALIFICATIONS

- ✔ ISA Certified Control System Technician III and Automation Professional.
- ✔ Expertise in SCADA systems design and implementation.
- ✔ Proven track record in process optimization through data analysis.
- ✔ Strong background in PLC and HMI programming.

EDUCATION

4 Year Electrical Apprenticeship Program & Cisco Certified Network Associate Program, South Florida State College, FL

Engineering Pathway AA Coursework, Currently Attending Hillsborough Community College, FL

YEARS OF EXPERIENCE

19

Ryan, a recent hire at McKim & Creed, will serve as the SCADA/I&C Lead bringing a wealth of expertise and industry certifications to the role. He is an ISA Certified Control System Technician III and Certified Automation Professional, showcasing a strong foundation in SCADA, PLC, and HMI programming. Ryan's career includes significant roles at the City of Tampa and Metro Wastewater Reclamation District, where he successfully led SCADA system migrations and resolved complex instrumentation issues. He excels in designing and implementing efficient SCADA systems, ensuring compliance with industry standards, and optimizing processes through data-driven insights. Ryan's dedication to safety and operational excellence, combined with his ongoing pursuit of an Electrical Engineering degree, positions him as a pivotal asset in driving the success of SCADA initiatives.

► Project Experience

SCADA System Study and Upgrade, City of Daytona Beach, FL: I&C SCADA Specialist. The City of Daytona Beach operates multiple treatment plants and pumping stations equipped with SCADA systems for monitoring and control. These systems are outdated, making operations challenging and spare parts costly. McKim & Creed is assessing current SCADA systems to recommend a coordinated replacement strategy. They will prepare specifications to ensure consistent development across the city's facilities, including guidelines for tag numbering and network design. Additionally, McKim & Creed will explore automation opportunities and develop design documents for SCADA upgrades at the Bethune WRF, Westside Regional WRF, and Brennan WTP. The final phase will enable the city to implement the SCADA system replacements.

CODB 2024 SCADA Programming, City of Deerfield Beach: I&C SCADA Specialist. Oversees the design, implementation, and maintenance of the SCADA systems and instrumentation in an industrial setting. He is responsible for ensuring the accuracy and reliability of instruments measuring variables like pressure and temperature. He troubleshoots issues, integrates control systems, and ensures compliance with regulations. Their role includes calibration, training, and continuous improvement, contributing to seamless and efficient industrial processes.

TPA Wastewater SCADA AS-needed, City of Tampa, FL: I&C SCADA Specialist. Provided comprehensive, as-needed engineering services to support the City's water and wastewater systems. Our scope included specialized assistance with Supervisory Control and Data Acquisition (SCADA) systems and instrumentation, ensuring reliable monitoring, control, and automation of critical infrastructure. These services encompassed troubleshooting, system integration, configuration updates, and performance optimization to maintain operational efficiency and compliance with industry standards.

City of Tampa, Florida: Ryan was the SCADA Lead at the City of Tampa, overseeing HSQ Miser and VTScada systems for Howard F Curren AWTP. He managed SCADA configurations, cybersecurity, and compliance with standards. Ryan excelled in system migrations and OT networking, maintaining robust infrastructure for the plant and lift stations. He collaborated on optimizing wastewater processes and resolving SCADA issues, highlighting his process control expertise.

South Florida Water Management District, Central Florida: Ryan Robinson, at South Florida Water Management District, maintained vital pumping systems to prevent flooding, managing over 1,000 instruments. He performed maintenance, calibrations, documented data, and recommended system upgrades. His expertise in control system redesign, PLC and HMI programming, and safety ensured optimal system performance.



Matthew Clark, PE, TPO

REGULATORY COMPLIANCE

QUALIFICATIONS

- ✔ Familiar with utility capital improvement programs, budgeting, and planning
- ✔ Licensed water and wastewater treatment plant operator
- ✔ Lift station and collection system operations, maintenance, and design

EDUCATION

B.S., Environmental Engineering, University of Central Florida

LICENSURE

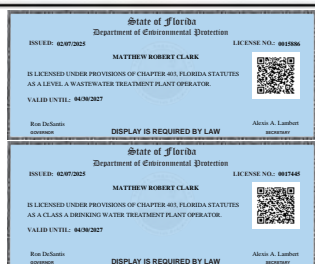
Professional Engineer, FL #94469

Class A Water Treatment Plant Operator, FL #17445

Class A Wastewater Treatment Plant Operator, FL #15886

YEARS OF EXPERIENCE

16



Matthew is a seasoned environmental engineering professional with extensive expertise in water and wastewater treatment plant operations, maintenance, and design. **Matthew holds both a Florida Class A Water Treatment Plant Operator and Class A Wastewater Treatment Plant Operator license.** His water operational experience is across a breadth of various treatment processes and technologies, including lime softening and reverse osmosis. Having operated facilities under construction, Matthew can provide a detailed review of designs to ensure operation and maintenance through construction. This is a value-added service to clients to improve the constructability of complex projects. In addition, his tenure in the public sector brings familiarity to the team with experience in utility capital planning, budgeting, and governmental administration.

► Project Experience

Consent Order Response & CMOM, City of Flagler Beach, FL: Project Engineer: Matthew serves as to lead the engineering and administration of the City's consent order response. His proactive and forward approach is instrumental the City on path to compliance. Work includes addressing the State of Florida's DEP requirements, developing a compliance plan, submitting an ERP and documenting the City's Capacity, Management, Operation, and Maintenance (CMOM) Program. McKim and Creed continue to support the City through the conclusion of the Order and remedial efforts.

Largo WRF Biological Improvements, City of Largo, FL: Project Engineer. Served as project engineer, he provided design and limited construction-phase services for a \$60 million designbuild project focused on biological improvements at a water reclamation facility to address a Consent Order related to excessive nutrient discharge into the Feather Sound and Old Tampa Bay. His role supported both technical design and coordination efforts within the collaborative delivery framework, which was critical to reducing the risk of additional regulatory or legal action against the City. FL DBIA Project of the Year 2023 – Water/Wastewater. North WRF Filter Improvements, City of Sanford, FL: Project Engineer. Mr. Clark was responsible for design services towards the replacement of existing up-flow sand filters (Dynasand) to disk filters. The project design utilized existing structures to save foot print, costs, and mitigate hydraulic constraints.

Reclaimed Water Pump Station SCADA Improvements (Client-side), Seminole County, FL: Senior Engineer. Matthew was responsible for the client-side project management towards the implementation of the County 2020 SCADA Master Plan recommendations of their reclaimed pump stations, including updating of HMI and OIT screens to ISA101 standards, migrating PLC products, development of function block/AOIs, networking and cybersecurity improvements, and system documentation.

2022 Wastewater Needs Analysis (Client-side), Seminole County, FL: Senior Engineer: Matthew led client-side project management in response to regulatory changes under Rule 62-600.705, developing risk models and actionable plans for compliance. The project involved reconciling large volumes of siloed data, facilitating collaborative workshops between County staff and consultants, and addressing the challenges posed by the County's vast and fragmented wastewater infrastructure. His efforts included a thorough review of existing data, the use of GIS based tools to develop hierarchical diagrams of over 330 pump stations, and engaging program stakeholders to address the new requirements of the rule. His efforts ensured a coordinated and strategic approach to regulatory adaptation and system resilience.

2022 20-Year Wastewater Needs Analysis, Seminole County, FL: Senior Engineer Matthew led the engineering and analysis towards the County's first 20-Year Wastewater Needs Analysis, directed by 2021 Florida House Bill 53. Since this was the first needs analysis required by the law, detailed guidance and templates were not available. The project required pulling data from multiple sources, as well as organizing and reporting all the data for the County's municipalities.



Laurel Smith, PE

PROJECT ENGINEER | ELECTRICAL

QUALIFICATIONS

- ✔ Experienced with the Design of Power Distribution System Elements in Treatment Plants
- ✔ Electrical & Control Engineering
- ✔ Electrical System Reliability, Hardening, and Safety Expert

EDUCATION

B.S., Electrical Engineering, University of South Florida

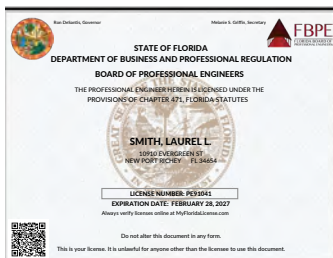
LICENSURE

Professional Engineer, FL #91041

Professional Engineer, NC

YEARS OF EXPERIENCE

10



Laurel is experienced in the design of power distribution systems, such as generators, medium and low voltage switchgear, motor control centers, and single and three-phase panel boards. Laurel has designed electronic control systems, including interconnect and ladder logic diagrams of pump control panels for raw water pump stations, lift stations and equalization tanks. She is also experienced in the design and selection of both indoor and site lighting. Her experience includes work on both new installations and upgrades to existing equipment and facilities.

► Project Experience

Water Treatment Plant Biological Treatment Unit, Manatee County, FL: Electrical Designer. Responsible for the design, permitting, bidding, and construction phase services, which included the electrical distribution and control system for six new Biological Treatment Units. Work involved significant upgrades to the existing medium voltage plant distribution system, showcasing deep understanding of infrastructure and ability to manage complex engineering challenges effectively.

Generator Project, City of Vero Beach, FL: Project Engineer. Led the electrical and systems instrumentation design efforts for the improvements project. Oversaw the design and implementation of two emergency generators, ensuring their seamless integration to power critical City wells. Played a pivotal role in delivering robust solutions, contributing to the project's success and enhancing the reliability of the City's infrastructure.

Lift Stations 3M, Tomoka Meadows and Ashford Lakes, Ormond Beach, FL: Project Engineer. Provided improvements to three submersible pump stations located at different sites throughout the city. Scope included revisions to electrical components at Lift Station 3M (the oldest station), revisions to the discharge pipe in the wetwell and installation of a new valve box at Tomoka Meadows, and conversion of the Ashford Lakes station to a privately-owned facility that meets the standards of the City of Ormond Beach.

Water Treatment Plant PER, Town of Belleair, FL: Electrical Engineer. McKim & Creed developed a Preliminary Engineering Report for a proposed reverse osmosis (RO) water treatment plant that may be integrated with the Town's existing WTP to address issues with increases in total dissolved solids and salinity in its groundwater supply wells. The scope included preliminary process design and configurations tasks as well as estimates of system operating costs to support determination of rate impacts. Our team identified treatment requirements for maximizing life expectancy of the membrane systems; and provided design concepts for feed water booster pumping, bypass permeate blending, and phasing of treatment stages to address expected changes in treatment levels over time. We also provided concept designs for power supply and system reliability, and evaluation of existing plant structures. The project also included above and below grade evaluations for seven existing wells.

Matanzas Woods Parkway Master Pump Station and Force Main, City of Palm Coast: Electrical Design. McKim & Creed furnished design, bidding, and construction services for a master pump station for directing flow to a 16-inch force main. The team supported the City with a hydraulic flow analysis to determine existing and future flows that may affect pump and force main sizing, reviewed and updated the electrical and instrumentation and control system, reviewed structural design, verified the size of the initial and future pumps, and determined when future pumps should be installed within the wet wells. We also oversaw FDEP permitting, provided negotiation and bidding services, and advised the City for post-design and construction activities.



A. Emmett Anderson III, PE

PROJECT ENGINEER | STRUCTURAL

QUALIFICATIONS

- ✔ Structural Expert
- ✔ Florida Building Code Knowledge
- ✔ 40 Years of Experience in Florida
- ✔ Expert In Designing Hurricane Hardening For Water and Wastewater Facilities

EDUCATION

M.A., Civil/Structural Engineering, University of Florida

B.S., Civil Engineering, University of Florida

B.S., Building Construction, University of Florida

LICENSURE

Professional Engineer, FL #34779

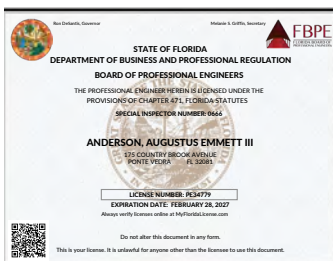
Professional Engineer, NC, LA, GA, CA

Certified General Contractor

Special Inspector

YEARS OF EXPERIENCE

44



Emmett has more than 40 years of experience as a civil/structural engineer providing design, project management and construction administration services for water, wastewater, stormwater and industrial systems. He has experience in the design of new utility systems, as well as condition assessments of existing facilities and infrastructure; a strong background in computer applications such as finite element and classical numerical methods; and experience with structural analysis of most types of structures.

► Project Experience

WWRF Operations Building and Hardening of Biosolids Building, City of Largo, FL: Structural Engineer. Emmett served as Structural Engineer for the final design phase of the project. After completing a Preliminary Engineering Report for this work, McKim & Creed was selected by the City of Largo to design and construct a new Operations Center at the City's 18 MGD Wastewater Reclamation Facility (WWRF). The scope of work includes preliminary and final design, SUE and survey, geotechnical, permitting and construction phase services for the Operations Building, which is designed with an elevation to allow it to remain operational during a Category 4 hurricane and associated storm surge. Our team is also providing preliminary engineering services for strengthening an existing Biosolids Building to meet a minimum of Category 3 wind loads. The plant will remain fully operational throughout the construction of the Operations Center and the hardening work at the Biosolids Building.

SWWRF New Headworks, Manatee County, FL: Structural Engineer. The project included performance of a basis of design report and a grit characterization study, and replacement/improvement of the following components: headworks structure and by-pass piping, odor control system, mechanical screens, grit removal system, grit classifiers and pumping, screening conveyors, scum screening/pumping, and I&C systems.

Manatee Agricultural Reuse Supply System, Manatee County, FL: Structural Engineer. Emmett provided structural engineering services for addition of three new booster pump stations of similar size and capacity constructed of concrete masonry and wood truss roof on shallow foundations. The stations were designed to house three new booster pumps with space for an additional pump. The project also includes an electrical control room, fuel storage tank and an external back-up generator.

Southwest Water Reclamation Facility, RCW Pump Station Expansion, City of St. Petersburg, FL: Emmett served as Structural Engineer for this project that included adding two reclaimed water pumps in the Southwest Water Reclamation Facility effluent pump station in order to meet the increased demand for reclaimed water. Our team monitored and controlled the new reclaimed water pump variable frequency drives and check-valves associated with the plant SCADA system, and modified the existing pump control scheme to incorporate the two new pumps.

Lift Station No. 8 Improvements, City of Daytona Beach, FL: Structural Engineer. The City operates a collection system with close proximity to the Atlantic coast and waterbodies susceptible to high tides and storm surges. The site of the lift station now sits below the FEMA 100-year flood elevation, which presented maintenance problems associated with reliability, resilience, and access. McKim & Creed has been tasked with the design, permitting, and bid services for replacing Lift Station 8. Since the station is located on a parcel with sufficient space, the City elected to replace the station in its entirety rather than rehabilitating the existing station in place. The station design improved configuration, emergency pumping capabilities, and site security. The configuration was changed to a submersible pump type, with all operable valves and controls completely accessible from the surface and out of structures.



Phil Locke, PE, Assoc. DBIA

TECHNICAL ADVISOR

QUALIFICATIONS

- ✔ Water, Wastewater and Reclaimed Water Utility System Master Planning
- ✔ Advanced Water Treatment Plant Design
- ✔ Wastewater, Reclaimed Water and Storm Water Pumping Station Design

EDUCATION

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

LICENSURE

Professional Engineer, FL
#57527

YEARS OF EXPERIENCE

30

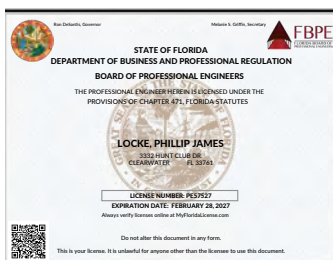
As Technical Advisor, Phil will serve as a technical advisor on PFAS-related issues and as needed. If testing is conducted at well sites or after new service installations, Phil will provide expert guidance on test results to ensure a safe and dependable drinking water supply to residents. Mr. Locke offers over two decades of experience in the planning, design, permitting and construction management of water treatment, and wastewater and reclaimed water treatment plants. His water treatment experience includes conventional, reverse osmosis, lime softening and ion exchange facilities; and his wastewater treatment and reclaimed water experience includes chemical storage and feed facilities, transmission systems and other associated infrastructure. He has also prepared water and reclaimed water master plans for clients with hydraulic modeling and forecasting of future flows. He has extensive experience in pumping station design, including sophisticated pumping control systems and variable frequency drives. In addition to this wealth of design

► Project Experience

Water Treatment Plant Master Plan, North Lauderdale, FL: Recently, the city of North Lauderdale identified the need to develop a Water Treatment Master Plan to plot the course of the city's water treatment plant for the next 10 years. The City selected McKim & Creed to provide professional engineering consulting services to develop the Master Plan. McKim & Creed coordinated with the city to evaluate and develop recommendations for capital projects to include raw water quality, pending and potential future drinking water regulations, development of water treatment plant conditional assessments, the effectiveness of existing processes, requirements to meet pending and future regulations, and evaluations of up to three (3) treatment process alternatives.

Manatee County Water Treatment Plant Biological Treatment Unit, Manatee County, Bradenton, FL: Project Manager for design, permitting, bidding and construction for project that included construction of 6 new biological treatment units, new filter backwash pumping system and new scour system, backwash clearwell structure, new filter building for housing new treatment units (including electrical room), installation of new raw water flow meters and modulating valves, instrumentation and control systems, electrical systems, new process and yard piping, connections to existing rapid mix basins, new BTU backwash pond, new onsite lift station, approximately 13,000 LF of 6-inch force main, integration of BTU control system into existing SCADA, and integration of emergency power into BTU process

Lake Manatee Water Treatment Plant Ultrafiltration System Pilot Study & Basis of Design Report, Manatee County, FL: Concerns over the increasing difficulty to comply with limits on finished water turbidity, the age/condition of the existing infrastructure, the potential for more stringent regulatory requirements in the future, and current operation and maintenance costs to treat these occurrences led Manatee County to consider alternative treatment technologies to address these issues. A pilot study was conducted for approximately seven months to test the feasibility of potential treatment improvements that were included in the Lake Manatee Water Treatment Pilot Study Report. Subsequent to the pilot study, this project included the preparation of a BODR for the implementation of a UF system, to include a detailed project scope and process component definition, identification of equipment and process component options, project schedule including design, permitting and construction timelines, permitting requirements and updated estimates of project costs. The BODR was utilized to initiate detailed design and enable permitting for the UF system





Mitch Chiavaroli, PE

QA/QC

QUALIFICATIONS

- ✔ Specialized expertise in technical review and cross-discipline coordination align with utility infrastructure goals.
- ✔ Extensive experience in treatment plant design and construction contract administration
- ✔ Proven ability to lead QA/QC efforts on complex municipal water projects

EDUCATION

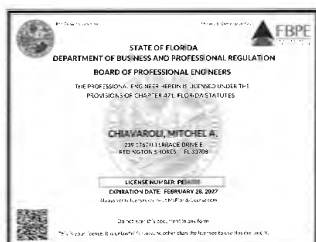
B.S., Civil Engineering,
University of Akron, Ohio

LICENSURE

Professional Engineer, FL
#56335

YEARS OF EXPERIENCE

39



Mr. Chiavaroli's experience as a project engineer and project manager with environmental engineering consultants spans 39 years. Throughout his career, Mr. Chiavaroli has been involved in design and construction of more than 30 water and wastewater treatment plant projects, ranging from process improvements to new plant construction. Located in Clearwater, Florida, Mr. Chiavaroli oversees our west coast Florida engineering support and construction services staff. With his experience in the design and construction contract administration for treatment plant projects, as well as utility infrastructure system improvements, Mr. Chiavaroli is a primary resource for technical review and cross discipline checking of construction project documents.

► Project Experience

Belleair RO Water Treatment Plant Design and Permitting, Town of Belleair, FL:

QA/QC. His responsibilities include technical assistance and quality control. The project consists of a new 10,000 sf, two-story facility to house a new RO process system at the Town of Belleair Water Treatment plant. The facility replaces the existing water process facility and houses electrical equipment, chemical storage, along with additional office space, conference room and locker rooms. A design feature is the addition of a control room with an overview of the RO process. An additional design consideration was construction of the new process building over the demolished process facility.

Wellfield Relocation/Expansion - Phase 2, City of Clearwater, FL: QA/QC. Phase II of the WTP No. 1 and 3 wellfield expansion project included the work associated with the site reselection for the three wells; design, construction, testing and analysis of the additional new well for WTP No. 3; development of standardized well construction documents for the installation of all new wells; relocation of the four unused permitted wells; and refurbishment of the existing three wells. McKim & Creed provided the additional water use permitting (WUP), data collection, ground water modeling, permit application and response to requests from the Southwest Florida Water Management District for additional information for the new wells. The project included the design, bidding and construction phase services for the additional raw water piping to interconnect the new wells to the respective water treatment plants.

Reverse Osmosis Water Treatment Plant Improvements Construction Services, Dunes Community Development District, Daytona Beach, FL: QA/QC. McKim & Creed performed construction observation services during an expansion to the Dunes Community water treatment plant. The project involved an expansion of the plant's reverse osmosis (RO) treatment system, including cartridge filtration, feed pumping, RO skid and membranes; the addition of a new degasifier and wet scrubber system, one transfer pump, and one diesel-driven high service pump; and other miscellaneous system improvements. McKim & Creed provided continual construction monitoring and progress reporting for the project's duration, ensuring that progress adhered to the contracted scope and schedule.

Venice RO Membrane Replacement & SCADA Improvements Design/Build, City of Venice, FL: QA/QC. McKim & Creed teamed with the Haskell Company as part of a progressive design-build approach and performed engineering design and construction services associated with the replacement of four 1.1 mgd reverse osmosis (RO) skids for the City of Venice. The City's prior RO system utilized a single-stage design to operate at 50% recovery, with the ability to expand to a two-stage, high-recovery system in the future. The project also included the installation of four new 150 hp vertical turbine can pumps, each with variable frequency drives. Additionally, four new stainless steel, horizontally-mounted cartridge filter vessels were included to replace the prior vertically mounted filters. McKim & Creed performed a detailed analysis of the city's 14 groundwater supply wells, reviewed historic water quality and supply data for the individual wells and developed a wellfield operational matrix that the City uses to help operate the wellfield.

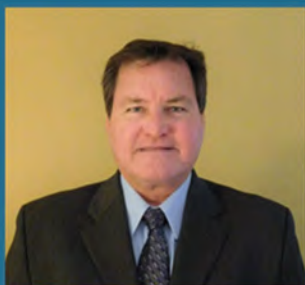
SPECIALTY SUBCONSULTANTS

McKim & Creed has assembled a multidisciplinary team that is capable of providing the majority of the planning, permitting, design, and construction tasks in-house. This will enhance the quality of our deliverables and protect project schedules and budgets. However, we have added specialty subconsultants to our team to complement our in-house services and to resolve any unique challenges that may arise in a timely cost-effective manner.

| SUBCONSULTANT | OVERVIEW | PARTNERSHIP VALUE |
|--|---|--|
|  <p>LANDSCAPE ARCHITECTURE & ENVIRONMENTAL ENGINEERING</p> | <p>Coteleur & Hearing provides professional service in the disciplines of landscape architecture, residential landscape, design/build, land planning and environmental consulting. They service a multitude of high-profile clients including the Florida Department of Transportation, Florida Power & Light, The South Florida Water Management District, Minto Homes, Kolter Homes, DiVosta Homes, The Carrier Corporation, and Jupiter Medical Center. For over 30 years, Coteleur & Hearing has helped various non-profits, churches, schools and synagogues as part of their core value of giving back to the community.</p> | <ul style="list-style-type: none"> » 30+ Years giving back to the South Florida community » Trusted by Major Agencies including FDOT, FPL, and regional water management, ensures compliance with regulatory standards and best practices for public infrastructure. » Proven ability to design functional, aesthetically pleasing, spaces for municipal and community projects. |
|  <p>GEOTECHNICAL ENGINEERING</p> | <p>Founded in 1967, Nutting Engineers is a leading South Florida geotechnical firm. Services include soil borings, groundwater well drilling, pile installation monitoring, chemical grouting, and QA/QC testing of construction materials. They also provide structural inspections and geotechnical engineering for a wide range of projects, including transportation, municipal, industrial, and commercial developments.</p> | <ul style="list-style-type: none"> » 58 Years Serving South Florida » Extensive portfolio with municipal facilities » Specialized in QA/QC testing and structural inspections to ensure compliance, safety, and durability for municipal and transportation projects. |
|  <p>PUBLIC OUTREACH</p> | <p>The Merchant Strategy (TMS) ensures meaningful and continuous stakeholder engagement by providing clear communication channels and accessible project information. Thier approach includes a dedicated project webpage, multilingual outreach materials, a stakeholder mailing list, and a project hotline to address questions and concerns. We also manage logistics for public meetings to foster transparency and collaboration throughout the project.</p> | <ul style="list-style-type: none"> » 20+ Years Serving South Florida » Dedicated project webpage and multilingual outreach materials ensure Pompano Beach residents and Broward County stakeholders stay informed and involved » Detailed tracking of inquiries and well-coordinated public meetings foster trust and accountability between the City of Pompano Beach, local businesses, and residents. |
|  <p>COASTAL ENGINEERING</p> | <p>Cummins Cederberg offers specialized expertise in coastal engineering and seawall construction and repair, ensuring durable, resilient waterfront solutions. Their team provides precise site assessments, advanced modeling, and environmental evaluations to guide design and permitting. They manage complex projects with a focus on regulatory compliance, structural integrity, and long-term performance. By combining technical precision with practical experience, Cummins Cederberg helps clients reduce risk, control costs, and achieve sustainable results for coastal infrastructure.</p> | <ul style="list-style-type: none"> » 15+ Years Serving South Florida » Highly regarded Local South Florida expert in Coastal and Marine Engineering » Sea Grass and Living Shoreline specialists » Climate Change Compact thought leaders |

Richard C. Wohlfarth, PE

Principal/ Director of Engineering



FORMAL EDUCATION:

University of Florida,
Gainesville, Bachelor of
Science, Civil Engineering

PROFESSIONAL REGISTRATIONS:

Registered Engineer-
State of Florida #50858

Registered Building Inspector-
State of Florida BN #3580

SBCCI #6528

ACI Level 1 #991175

UBCI

PROFESSIONAL AFFILIATIONS:

Florida Engineering Society
*Past Chapter President

National Society of
Professional Engineers

Deep Foundation Institute

American Society of Civil
Engineers

PROFESSIONAL EXPERIENCE:

Mr. Wohlfarth, P.E. is the Director of the Engineering Department which includes ~50 professional and technical personnel. He also has overall responsibility for the Special Inspection, Construction Materials Testing and Geotechnical Engineering Divisions where he directs training, quality system review and personnel evaluations. His responsibilities include report review, signing and sealing geotechnical engineering, structural inspection and laboratory testing reports for the company, providing contract negotiation and administration, budget estimating and project management.

Mr. Wohlfarth, a Delray Beach resident, has 39 years of experience (34 with NEF) in various aspects of geotechnical engineering which include determining feasibility of site development, foundation design analysis and recommendations, providing engineering evaluation for bridge and roadway construction, pavement design for roadways, roadway subgrade stabilization by geotextiles and other means, design of shoring systems for utility trenches and other deep excavations, dewatering methodology for trench and other excavations and backfill procedures, setting up and monitoring pile load tests, and providing value engineering for foundations.

PROJECT EXPERIENCE:

- **City of Sunrise** (on behalf of the City and/or Consultants). Project include but are not limited to:
 - W. Mall Road Water Main Tie-in
 - Lift Stations LS 308, LS 405, LS310, LS 408 Rehab
 - Sawgrass WTP
 - Sunrise Civil Center Pool
- **City of Hollywood:**
 - Deep Injection Well Pump Station
 - N. 26th Avenue Drainage Improvements
 - Polk Street Boat Ramp On-Site Improvements
 - Monroe Terrace Water Main Replacement
 - Water Main Replacement between Johnson Street and Taft Street from N. 66th Avenue to N. 67th Terrace
- **City of Tamarac** (on behalf of the City and/or through private clients):
 - Pump Station 454 Rehab
 - Proposed Mid-Walk Crosswalks
 - Tamarac Park Playground Renovation
 - Tamarac Sports Complex
 - Canal Improvement Phase VI (2 sites)
 - Veterans Park, Proposed Pedestrian Dock



Christopher E. Gworek, PE

Senior Project Engineering



FORMAL EDUCATION:

Clarkson University, Potsdam,
New York

Studied towards a Master of
Engineering Degree-
Wastewater Treatment and
Pollution Control

Bachelor of Science-Civil-
Environmental Engineering

PROFESSIONAL REGISTRATIONS:

Professional Engineer
State of Florida #69447

ACI Concrete Field Testing
Level 1

PROFESSIONAL AFFILIATIONS:

Florida Engineering Society-
Palm Beach Chapter

American Society of Civil
Engineers (ASCE)

PROFESSIONAL EXPERIENCE:

Mr. Gworek serves as Senior Project Manager/Engineer. His responsibilities include preliminary site studies, geotechnical explorations to determine site preparation, feasibility studies for land development, foundation design analysis and recommendations, supervision and training of drill crews, workload analysis, observation of piling installations, pile load tests, classification of in-situ soils and field/laboratory materials testing. Mr. Gworek's experience includes construction layout, prepare surveys and as-builts for approval from clients, contractors and the county, collection of field data, layout of structures, buildings and roads and ensuring quality of work being performed in the field by maintaining correspondence between the office and the contractor.

Mr. Gworek has 25 years of experience (22 with NEF; 3 with other). Mr. Gworek has been providing pre-condition video surveys and vibration monitoring services over the past 16 years. Named the 2014 "FES Palm Beach County Chapter Engineer of the Year", Mr. Gworek has considerable experience in design of flexible (asphalt) and/or rigid (concrete) pavement. Mr. Gworek serves as project manager for numerous government projects within Palm Beach and Broward.

PROJECT EXPERIENCE:

- City of Pompano Beach (c/o Consultants):
 - Old Pompano Area Improvement Project, Dixie Highway, East Atlantic Boulevard, NE 5th Avenue, NE 10th Street
 - Proposed Mast Arm Traffic Signal Improvements, MLK Boulevard & NW 27th Avenue
 - Pompano Beach Fire Rescue – Containers, 120 SW 3rd Street
 - Electric Bus Charging Infrastructure, 3201 W. Copans Road
- Various Municipal, Community, Recreational and Nature Centers, including but not limited to:
 - Phase II 16 acre Legacy Park and Municipal Complex, Old Cutler Road & SW 212th Street, Cutler Bay
 - Lauderhill Municipal Complex, NE Corner of NW 56th Avenue & NW 21st Street, Lauderhill
 - Coral Springs Municipal Complex, City Hall and Garage, 4181 NW 121st Avenue, Coral Springs
 - City of Fort Lauderdale First City Hall, 1080 NW 47th Avenue, Lauderhill
 - Wilton Manors City Hall and Police Department, SE Corner of Wilton Drive & NW 21st Court, Wilton Manors
 - Margate City Hall Generator, 5790 Margate Boulevard, Margate





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Donaldson E. Hearing, PLA, ASLA, LEED [®]AP
Senior Landscape Architect, Principal
43 Years of Experience | 40 Years Post-Registration
561.747.6336 x102
E-Mail: DHearing@Cotleur-Hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

| | |
|---------------------------|---|
| Education | <p>1982: University of Florida, Bachelor of Landscape Architecture; Graduated with High Honors 1982: American Society of Landscape Architects Scholastic Merit Award 1982: National Honor Society Scholastic Achiever 1994: USACOE Hydro Geomorphic Wetland Assessment Methodology Training 2008: USGBC LEED Certification Course</p> |
| Professional Experience | <p>Don Hearing brings over 41 years of professional experience in landscape architecture, land use planning, and zoning consultation, with a focus on projects throughout South Florida since 1982. As a founding partner of Cotleur & Hearing, he has led multidisciplinary teams in the successful design, entitlement, and implementation of a broad range of complex development projects.</p> <p>Mr. Hearing has extensive experience representing major builders and developers in land use, zoning, and governmental affairs. He has played a key role in notable developments including the Abacoa and Alton DRIs, the redevelopment of Downtown Palm Beach Gardens, and the PGA Station Transit Oriented Development. Since 2013, he has overseen planning and landscape architecture for the City of Westlake, Palm Beach County's 39th municipality.</p> <p>His expertise also includes large-scale environmental and infrastructure projects. He served as project manager for the Florida Power & Light Everglades Mitigation Bank—13,455 acres and the largest of its kind in the United States—and is recognized for advancing sustainable development practices. Mr. Hearing leads Cotleur & Hearing's public-sector efforts, managing FDOT and municipal projects such as the Polk Parkway, Lake Worth Road Roundabout, and Military Trail Corridor enhancements. He is also experienced in providing expert witness testimony in matters related to land use planning, zoning, eminent domain, and landscape ecology.</p> |
| Professional Affiliations | <p>State of Florida Registered Landscape Architect # LA0000943 (1983) Certified LEED Accredited Professional; Member American Society of Landscape Architects Board of Directors and Executive Committee for the Northern Palm Beach County Chamber of Commerce Board of Directors and Executive Committee for the Economic Development Council of Palm Beach County Director for the PGA Corridor Association and the Lighthouse Center for the Arts Board member for MyClinic of Jupiter.</p> <p>In conjunction with his business interests, Mr. Hearing is actively involved in numerous charitable organizations which include Christ Fellowship Church, Palm Beach Community Church, Jupiter Christian School, Place of Hope and the West Jupiter Tutorial Center.</p> |
| Awards | <p>2012 Community Leader of the Year by Northern Palm Beach County Chamber of Commerce 2011 American Institute of Architects Landscape Architect of the Year by Palm Beach County</p> |
| Work History | <p>1991 - Present: Senior Landscape Architect, Principal; Cotleur & Hearing 1984 - 1991: Partner; GBSH</p> |
| Notable Projects | <p><u>Commercial</u></p> <p><u>Downtown Palm Beach Gardens, PBG, FL – Shop Core Properties</u>; Reference: Mr. Kevin Mysliwiec, 773-383-3110 <u>Bascom Palmer Eye Institute, PBG, FL – Bascom Palmer Eye Institute</u>; Reference: Ms. Coreen Rodgers, 305-326-6031 <u>PGA Station, PBG, FL – Catalfumo Construction</u>; Reference: Mr. Dan Catalfumo, 561-694-3000 <u>Abacoa Work Place, Jupiter, FL – Rendina Companies</u>; Reference: Mr. Brian Cich, 561-630-5055 <u>Avenir Town Center, Palm Beach Gardens FL</u>; Reference: Mr. Danny Lopez, 301-520-3900 <u>Northlake Gardens, Palm Beach Gardens, FL</u>; Reference: Mr. Robert Deziel, 561-346-0105 <u>PGA Station Hotel, Palm Beach Gardens, FL</u>; Reference: Mr. Andrew Brock, 561-707-5584 <u>Carrier Corporation Headquarters, Palm Beach Gardens, FL</u>; Reference: Mr. Brad Hardesty, 317-240-5270 <u>Your Life @ Alton, Palm Beach Gardens FL</u>; Reference: Mr. John Csapo, 561-789-2697</p> |

Notable
ProjectsCommunity

Sawfish Bay Park, Jupiter FL – Town of Jupiter, FL; Reference: Mr. Russ Ruskay, 561-746-5134
Palm Beach County Fire Stations #10, 14, 34, 40 and 74; Reference: Mr. Miradieu Aubourg, 561-233-0251
Alton Park, Palm Beach Gardens FL; Reference: Mr. John Csapo, 561-789-2697
Sandhill Crane Club House, Palm Beach Gardens FL; Reference: Ms. Charlotte Presensky, 561-630-1115
Village of Royal Palm Beach, Village Hall Redevelopment- RPB FL; Reference: Mr. Ray Liggins, 561-790-5162

Community Pro Bono

Christ Fellowship, PBG, RPB, PSL, BB, Stuart & Westlake FL – CF; Reference: Pastor Mullins, 561-799-7600
Gardens Shul, Palm Beach Gardens, FL; Reference: Rabbi Dovid Vigler, 561-847-7070
West Jupiter Community Center, Jupiter, FL; Reference: Ms. Enda Runner, 561-386-9108
Place of Hope & Village of Hope, Palm Beach Gardens, FL; Reference: Mr. Charles Bender, 561-775-7195

Environmental Restoration

PBC Sansbury Way Park Regional Mitigation Area, West Palm Beach, FL
Everglades Mitigation Bank, Biscayne Bay/Turkey Point Nuclear Facility, FL – FP&L
Botanica Wetland Preserve, Jupiter, FL – NPBCID
Loxahatchee Mitigation Bank, Delray Beach, FL – SFWMD
Lemon Grove Mitigation Bank, Northern Palm Beach County, FL – John C. Bills
Savannah State Reserve, St. Lucie County, FL – FDEP- A FPL Company
North County Governmental Center Preserve Restoration, Palm Beach Gardens, FL - Palm Beach County
SWA Recycling Facility, West Palm Beach, FL – PBC SWA
Limestone Creek Restoration, Jupiter, FL - Limestone Creek S. Restoration POA – Town of Jupiter

Medical

JMC – Hospital Surgical Suites, Jupiter, FL; Reference: Mr. Steve Seeley, COO, 561-23-2020
JMC – Cancer Center, Jupiter, FL
JMC – Margaret W. Niedland Breast Center, Jupiter, FL

Mixed Use

Westlake, Westlake, FL – Minto PBLH, LLC; Reference: Mr. John Carter, 954-973-4490
Midtown, Palm Beach Gardens, FL – Ram Development; Reference: Mr. Casey Cummings, 561-630-6110
Love Street, Jupiter FL; Mr. Jeff Collins & Charles Modica, 561-371-7024
Abacoa: Greenwich, Dakota, Bermudiana, & SeaPlum Town Center, Jupiter, FL – New Urban Communities
 Reference: Mr. Tim Hernandez, 561-279-8706
East Lake Traditional Neighborhood Development, City of Port St. Lucie, FL – deGuardiola Development
 Reference: Scott Hedge, 561-691-5858

Residential

Artistry Palm Beach Gardens, Palm Beach Gardens, FL– Kolter; Reference: Mr. John Csapo, 561-789-2697
Ancient Tree, Palm Beach Gardens, Jupiter, FL – Pulte; Reference: Mr. Andrew Maxey, 404-451-2386
Panther National at Avenir, Palm Beach Gardens FL; Reference: Mr. Danny Lopez, 301-520-3900
Cresswind Palm Beach, Westlake FL – Kolter; Reference: Mr. John Csapo, 561-789-2697
Westlake, Westlake, FL – Minto Communities; Reference: John Carter, 954-935-6511
Verano DRI, St Lucie County – Kolter; Reference: Mr. John Csapo, 561-789-2697



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Aaron Wilbur, PLA
Project Landscape Architect, Project Manager, Partner, Co-President
16 Years of Experience | 10 Years Post-Registration
561.406.1011
E-Mail: AWilbur@Cotleur-Hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

| | |
|---------------------------|---|
| Education | 2010: University Of Florida; Bachelor of Landscape Architecture |
| Professional Experience | In March 2013, Mr. Wilbur joined the Cotleur & Hearing team and quickly transitioned to the firm's transportation division. Mr. Wilbur is an expert in a multitude of software, FDOT's standards and specifications, and all types of transportation landscape architecture projects, including both roadway component and standalone landscape projects. Mr. Wilbur brings the ability to quickly adapt to new types of projects and challenges. His many years of experience working on FDOT projects, including several In-House Support and Continuing Services contracts, have helped him develop expertise in FDOT project management as well as the digital delivery and phase submittal processes. He has successfully delivered numerous projects to FDOT on time and on budget. He is also an expert in the south Florida Nursery industry and has significant experience providing construction administration and post-design services, both of which lend to stronger design and plant selection abilities. In January 2019, Mr. Wilbur joined Principal Robert Cotleur as a Partner at the Firm providing continuity in management and ensuring the firm's future success. He currently functions as the director of CH's Transportation Division. |
| Professional Affiliations | State of Florida Registered Landscape Architect #La6667229 |
| Work History | 2015 - Present: Registered Landscape Architect (2019: Partner, 2023: Transportation Manager), Cotleur & Hearing 2013 - 2015: Landscape Designer, Cotleur & Hearing 2009 - 2013: Lead Designer and Project Manager, Cottage Gardens |
| Notable Projects | <p><u>In-House Landscape Architecture Unit Consultant, FDOT District 4</u> Reference: Kaylee Kildare, 954-777-4219 Mr. Wilbur worked as the Project Manager for the In-House Landscape Architecture Consultant Contract number C9053. His role included assisting with In-house Landscape Architectural tasks, as determined by the District Landscape Architect, such as the design of, and construction administration for, all in-house & push-button landscape projects, maintenance specification review, site inspections & assessments for various roadway & landscape projects, GIS updates of the FDOT GIS database, ODA coordination for violation notices & vegetation removal permits, maintenance agreement reviews, and the development, planning & execution of the D4 wildflower program. As of June 2025, Mr. Wilbur again provides inhouse Landscape Architectural service to the D4 DLM/LAU.</p> <p><u>Continuing Services for Landscape Architecture Design, District Wide Contract – FDOT District 4</u> Reference: Kaylee Kildare, 954-777-4219 Mr. Wilbur is the Prime Consultant Contract and Project Manager for the CA239 and CAH36 Continuing Services Contracts. His responsibilities include management of all Task Work Orders assigned including project coordination with sub-consultants, FDOT project managers, and the District Landscape Architect, development of the Scope and Staff Hour Estimate documents, as well as production of Landscape, Irrigation, Tree Disposition, and Selective Clearing and Grubbing Plans for dependent and independent projects. Notable projects currently in various phases of construction or production include SR 9 at Fellsmere Rd (446040-1), SR 9 at High Meadows Ave (441318-1), SR 9 from Sunrise to SW 10th (433108-7), SR 713 Kings Highway North/South (230256-8, 438041-1), SR 9 at Spanish River/Yamato Rd. (444344-1), SR 76 Kanner Highway (446033-1), SR 9 at SR 70 (449811-1), SR 9 at Donald Ross Rd (449255-1), SR 9 at St Lucie West (444336-1), and SR 9 at Spanish River and Yamato (444344-1). Mr. Wilbur is also the lead landscape inspector for the construction admin phases.</p> <p><u>I-95 Express (Phases 3A-1, 3A-2, 3B-1, 3B-2, 3C) – FDOT District 4</u> Reference: Vanita Saini, 954-777-4468 Mr. Wilbur prepared landscape opportunity and tree relocation concept plans for one of the largest tree relocation efforts in South Florida. He assisted in the development of RFP language for all the major interchanges and mainline areas for these Design-Build projects, located from Hollywood Blvd to Linton Blvd. Mr. Wilbur has also been the lead</p> |

Notable
Projects

landscape inspector and ERC reviewer for all 5 phases of the project and provides post-design services including attendance of all meetings, providing inspection services to confirm and track all relocation activities, and reviewing all landscape RFIs, shop drawings, and plan revisions.

I-75 / I-595 Gateway Interchange (– FDOT District 4

Reference: Vanita Saini, 954-777-4468

Mr. Wilbur assisted with the design and plan production for this \$5M interchange landscape, irrigation, and hardscape project located in Broward County. Mr. Wilbur assisted with landscape design and oversaw the plan production and digital delivery of contract documents for all phase submittals. He oversaw the Post Design Services during construction including the review and approval of plant materials, layouts, and shop drawings, attending meetings, and responding to RFIs. He also represented FDOT as the lead inspector during the Two-Year Establishment period and successfully assisted in bringing the almost 200-acre project through to final acceptance.

I-75 Alligator Alley Environmental Education Project (437934-2/3) – FDOT District 4

Reference: Vandana Nagole, 954-777-4281

Mr. Wilbur was the project manager for the highly complex roadway and landscape phases of the Alligator Alley Environmental Education Project, which includes major site reconstruction to build an education center complete with multilevel boardwalks, a 40' observation tower, a functioning wetland exhibit, an arboretum, dog park, multi-use recreation field, multiple unique plazas, sculptures, seating, shelters, and a complete educational signage component. Mr. Wilbur played a major role in many of the design components, especially the educational components and content. Despite additional last-minute scope changes by the Department, Mr. Wilbur was able to fast-track the revisions to successfully delivered the project on time to ensure the project schedule was met.

SR 7 Widening Standalone Landscape Project: S.R. 7., Miramar, West Park and Hollywood, FL – FDOT District 4

Reference: July Jimenez, 954-777-4415

As a part of the widening efforts for S.R. 7, the project required the demolition of adjacent properties to allow for the conversion of S.R. 7 to a 6-lane, divided highway with park-like linear retention ponds. Made up of two strung standalone landscape projects, the project limits spanned three municipalities. This required Mr. Wilbur to complete extensive coordination with multiple municipalities while working on the production of the landscape, hardscape, and irrigation plans. Mr. Wilbur had the lead role in the design of the median landscape as well as the landscape design of the new park-like wet and dry retention ponds with multi-use pathways. He also helped navigate a complicated establishment phase and was involved in bringing the project through final acceptance.

I-95 at Oslo Road (CR 606) Interchange (Feb 2015 – Present): District 4, FDOT

Reference: Jeff Roberts, PE (954-777-4648)

Mr. Wilbur serves as the Project Manager for the Landscape Architectural scope for this new I-95 interchange in Indian River County. The project involves the preservation of existing vegetation, tree relocation, landscape terrace wall design and a \$1M Landscape Design Dependent Standalone project to follow the roadway construction. The project proposes to preserve nearly 3.5 acres of native pine flatwood, which required extensive coordination to maximize the storage of the stormwater ponds, while preserving the most valuable stands of existing vegetation.

SR 811 (Toney Penna to Center Street) – Town of Jupiter

Reference: Thomas Driscoll (Public Works Director), 561-741-2215

Mr. Wilbur was the lead designer for the SR 811 median landscape and irrigation project, within the Town of Jupiter. Mr. Wilbur prepared concept plans, construction/bid documents, illustrative graphics, permit documents, specifications, and cost estimates for this streetscape project. He successfully navigated the Town through the construction and establishment phase of the project.

Port St Lucie Blvd (Paar to Darwin), Port St. Lucie, FL – City of Port St. Lucie/ FDOT District 4

Reference: John Dunton, 772-344-4035

Located in Port St. Lucie, the proposed project is comprised of two Dependent Landscape projects and extends the widening of PSL Blvd. south from the Turnpike over-pass to Paar Rd. The projects included the landscaping of the medians to be consistent with the City Beatification Guidelines and included the design of the irrigation system. Mr. Wilbur is the Project Manager for the project and assisted in the design of the proposed landscape and irrigation.



MERCHANT STRATEGY

Sharon J. Merchant, President



Public Involvement Project Manager

Professional Credentials

Bachelor of Science

International Affairs

Florida State University 1986

Former Member, Florida House of
Representatives, 4 terms

Jim Moran Institute for Global
Leadership Small Business Executive
Program

Florida State University 2016

LeRoy Collins Public Ethics Academy
Advisory Board, Member

Basis for Team Selection

Statewide relationships with City,
County, State and Federal Elected
Officials and Key Decision Makers.
Focused on Customer satisfaction and
Positive outcomes. Consensus Builder
and Team Player.

Experienced Leader

Public Involvement: 19 years

Government Relations: 27 years

Business Development: 19 years

Experience

Ms. Merchant brings 30 years of public and private leadership experience as a Member of the Florida House of Representatives and President of The Merchant Strategy (TMS) offering clients public involvement, governmental relations, and community relations services.

Public Involvement Experience:

Parsons: Sharon is the Public Involvement Officer for three South Florida Regional Transportation Authority (SFRTA) projects with Parsons. The projects are: Limited English Proficiency (LEP) Program Update project; Strategic Plan Update Project; and the Onboard Survey Project. She is responsible for all Quality Assurance and Quality Control.

AECOM: Sharon is the Public Involvement Manager for the City of Boynton Beach Coquina Cove Drainage Project. She is in charge of coordinating with utility companies to assist the Project Team and the City in their endeavor to underground the utilities. She is responsible for Quality Assurance and Quality Control and will attend all neighborhood and public meetings.

Captech Engineering: Sharon is the Public Outreach Specialist Senior for this FDOT D-4 SR-704 and Okeechobee Boulevard from Tamarind Avenue to West of Lakeview Avenue Design Services project. She is responsible for Quality Assurance and Quality Control as well as attending meetings with the City of West Palm Beach and the public.

Kimley Horn: Sharon is the Public Involvement Officer for this Orange City Septic to Sewer Conversion project. She is responsible for Quality Assurance and Quality Control and will attend public meetings.

T.Y. Lin International: Sharon is the Public Involvement Officer for the City of Delray Beach Andrews Avenue Extension project. She is responsible for Quality Assurance and Quality Control and meeting attendance.

City of Boynton Beach: Sharon is the Public Involvement Manager on the Lakeside Gardens Neighborhood Drainage Improvements project. She is coordinating with utility companies to assist the Project Team and the City in their endeavor to underground the utilities.

WGI: Sharon is the Public Involvement Officer for this City of Port Saint Lucie Hogpen Slough Stormwater Treatment Area project. She is responsible for Quality Assurance and Quality Control as well as attending meetings.

Stantec: Sharon is the Public Outreach Senior Specialist for this FDOT D-4 SR-91/I-95 at Hypoluxo Road diverging diamond intersection project. She is responsible for Quality Assurance and Quality Control for this project.

Sharon J. Merchant, continued:

City of Hollywood: Sharon is the Public Involvement Officer for three projects with the City of Hollywood: The New Police Headquarters project; Traffic Calming Project; and Fletcher Street Wall project. She is responsible for all Quality Assurance and Quality Control for this project as well as attending meetings with the City of Hollywood and public meetings.

Capital Group P3: Sharon is the Public Involvement Officer for this Public Private Partnership (P3) project with Capital Group P3 and the City of Deerfield Beach. She is responsible for meeting with stakeholders, the project team, attending public meetings and all Quality Assurance and Quality Control.

Erdman Anthony: Sharon is the Public Outreach Senior Specialist for two FDOT D-4 projects with Erdman Anthony. The first project at 36th Street from Australian Avenue to North Flagler Avenue and the other is Palm Beach Lakes Boulevard at I-95, both in West Palm Beach. She is responsible for attending meetings with TPO, SFWMD, FEC and stakeholders. She is responsible for all Quality Assurance and Quality Control for this project.

Parsons: Sharon is providing quality assurance on all team documents for this Florida Turnpike Enterprise project, including the CAP plan, stakeholder database, newsletters, and all printed materials. She will be the key contact for all constituent and agency meetings.

Whiting Turner: Sharon is the Public Involvement Manager for this City of Hollywood CMAR North Beach Utilities Underground Conversion and Hollywood Beach Utility project. She is responsible for all Quality Assurance and Quality Control for this project as well as attending meetings with the City of Hollywood and public meetings.

Hollywood Private Projects: Sharon is the Public Involvement Manager for several private projects in the City of Hollywood. She is responsible for all Quality Assurance and Quality Control for these projects.

WGI: Sharon was in charge of all quality control and quality assurance for this City of Delray Beach North Swinton Avenue Roadway Underground Utility Improvements project.

Mad 4 Marketing: Sharon is the Public Involvement Officer for this Sarasota County Area Transit (SCAT) Rebranding and Marketing project. She is responsible for attending public meetings and all Quality Assurance and Quality Control.

K.C.I. Technologies: Sharon was the Public Involvement Manager for two projects with K.C.I. Technologies: The Riviera Beach Community Redevelopment Agency Avenue E Corridor Streetscape Study and City of Delray Beach ADA Sidewalk Project. She is responsible for all quality control regarding preparation of the PIP, databases, and collateral materials for the public meetings.

CES Construction: Sharon was the Public Involvement Manager for four Seacoast Utilities projects in Palm Beach Gardens: Garden Isles Water Main Replacement project; Juno Isles East Water Main Replacement project; Captains Key Water Main Replacement project; and Crystal Pointe Water Main Replacement project. She is responsible for Quality Assurance and Quality Control.



MERCHANT STRATEGY

Cheryl Scott



Experienced Operations
and Project Manager

Basis for Team Selection

Project Schedules

Task Sheets

Invoices

Accounts Receivable/Payable

Insurance

Education Experience

Michigan State University Bachelor's
Degree in Communications

Oakland University

Associate of Arts Degree in
Journalism

Experienced Leader

Office Policy and Procedures

Strategic Planning

RFP Preparation

Professional Credentials

FHWA Bikeway Selection Guide

Workshop Certification

Jim Moran Institute for Global

Leadership Small Business

Executive Program

Summary:

Cheryl is responsible for all operational processes and procedures. Her 20 plus years of administrative and management experience makes her a valuable asset to TMS. Cheryl supports TMS President, Sharon Merchant, in project management by creating and maintaining project schedules and keeps the prospect pipelines up to date. She is responsible for contract administration and project management. All critically important office decisions are made with input from Cheryl.

Public Involvement Experience:

ICE Engineering: Cheryl is the Public Involvement Manager for the Jasper County SC Transportation and Greenbelt Sales Tax Program. She is responsible for development and maintenance of an interactive website, and development of collateral materials including a Public Involvement Plan (PIP), and informational mailers. She will provide meeting logistics and attend meetings to assist and take notes. Cheryl is also monitoring a project hotline.

Holtz Consulting Engineers: Cheryl is the Public Involvement Officer for the City of Port St. Lucie Rangeline 9 Wells project. She is responsible for development of collateral materials, stakeholder identification and outreach, monitoring a hotline and public meeting logistics and attendance.

CES Consultants: Cheryl is the Public Involvement Manager for the Palm Beach County Water Utilities Department Capital Improvement Program project. She is responsible for development of collateral materials, assistance with easement coordination, daily stakeholder communications and outreach, and monitoring a hotline.

Carnahan Proctor and Cross: Cheryl is the Public Involvement Manager for the City of Delray Beach North Swinton Avenue Roadway Underground Utility Improvements construction project. She is responsible for staffing the project hotline and providing monthly reports on the hotline activity. She also developed the informational door hanger and collaterals for the public meeting and provided all logistics for the public meeting. Cheryl is responsible for the maintenance of the project webpage.

Erdman Anthony: Cheryl is the Public Involvement Manager for two FDOT D4 projects: SR-9/I-95 at Palm Beach Lakes Boulevard Interchange Modification and 36th Street North from Australian Avenue to North Flagler Drive. She is responsible for development and maintenance of the Community Awareness Plan (CAP), identifying stakeholders, development of notifications and newsletters, and public meeting logistics and attendance.

Griffin & Strong: Cheryl was the Public Involvement Manager for this City of West Palm Beach Disparity Study. She was responsible for development of the stakeholder database, informational materials, meeting and hearing notices, and attending meetings and hearings.

Cheryl Scott, continued:

Amici Engineering: Cheryl is the Public Involvement Manager for this Seacoast Utility Authority Juno Isles East Water Main Replacement Project. She developed a project webpage and a Public Involvement Plan (PIP). Cheryl staffs a project hotline and will provide monthly progress reports. She will handle logistics for all public meetings and develop necessary collaterals.

Whiting Turner: Cheryl is the Public Involvement Specialist for this City of Hollywood CMAR North Beach Utilities Underground Conversion and Hollywood Beach Utility project. She is responsible for all collateral materials, development of a project webpage, monitoring a project hotline and handling logistics and attending all public meetings.

WGI: Cheryl was the Public Involvement Specialist for this City of Delray Beach North Swinton Avenue Roadway Underground Utility Improvements design project. She developed the project webpage and setup and maintains a project hotline. Cheryl will develop collateral materials such as newsletters, flyers and doorhangers. She will staff public meetings, take notes, and provide a summary to the client.

WGI: Cheryl is the Public Involvement Manager for this City of Port Saint Lucie Hogpen Slough Stormwater Treatment Area project. She is responsible for development of collaterals, a project webpage, setting up and monitoring a project hotline and meeting attendance.

CES Construction: Cheryl was the Public Involvement Specialist for four Seacoast Utilities projects with CES Construction. The projects are the Garden Isles Water Main Replacement project; Juno Isles East Water Main Replacement project; Crystal Pointe Water Main Replacement project; and Captains Key Water Main Replacement project, all located in Palm Beach Gardens. She was responsible for developing collateral materials, databases, and project webpages, as well as maintaining a project hotline. Cheryl will also handle logistics for and attend all public meetings.

AECOM: Cheryl was the Public Involvement Specialist for two projects with AECOM: The Coquina Cove Drainage Project in Boynton Beach, Florida; and the City of Boca Raton General Engineering Contract team as well. She was responsible for development of the project webpages, public meeting logistics and attendance, creating invitations and canvassing the neighborhood for informational purposes.

Kimley Horn: Cheryl is the Public Involvement Manager for this Orange City Septic to Sewer Conversion project. She is responsible for development of collaterals, meeting notices, and a project webpage. Cheryl will set up and monitor a project hotline and will provide logistics and attend public meetings.

The City of Boynton Beach: Cheryl monitored the hotline for two Boynton Beach projects, The Lakeside Gardens Neighborhood Drainage Improvements and Water Main Replacement Scope and Central Seacrest Phase II Scope. Her duties included maintaining hotline logs of all calls and emails, responding to residents' questions and concerns, and providing weekly reports to the client. Cheryl also developed meeting invitations, handled logistics for public meetings and attended the public meetings.

City of Hollywood: Cheryl is the Public Involvement Manager for three projects with the City of Hollywood: The New Police Headquarters project; Traffic Calming Project; and Fletcher Street Wall project. She is responsible for all collateral materials, project webpage development, project hotlines, and handling the logistics for public meetings as well as attending them.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

JORDON CHEIFET, PE, CFM
Senior Coastal Engineer



YEARS OF EXPERIENCE

- 20

EDUCATION

- MSc Ocean and Resources Engineering, University of Hawaii
- BSc Civil Engineering, Pennsylvania State University

LICENSES

- Florida PE No. 72876

CERTIFICATIONS

- Certified Floodplain Manager
- Certified Video Ray ROV Operator
- Surface Supplied Air Underwater Inspection Certification
- Advanced/Rescue/Nitrox SCUBA

PROFESSIONAL AFFILIATIONS

- Association of State Floodplain Managers, Member
- Florida Floodplain Managers Association, Member

Jordon is a marine and coastal engineer with more than 20 years of technical and project management experience, including coastal engineering, beach nourishment design, waterfront structure design, FEMA coastal floodplain mapping, shoreline restoration/stabilization design, numerical modeling, and marina design. His field experience includes underwater waterfront facility inspections, GIS/GPS data collection and analysis, surveying, and construction administration. Jordon is a registered Professional Engineer in the State of Florida, Alabama, and Texas, as well as a Certified Floodplain Manager.

RELEVANT PROJECT EXPERIENCE

Citywide Seawall Assessment, City of Pompano Beach, Florida. Project Manager responsible for leading the engineering condition assessment of 15 City-owned seawalls. The assessment evaluated current condition, estimated remaining design life, and provided preliminary repair and replacement costs to ensure compliance with §151.05 Tidal Flood Barriers. Reconnaissance surveys and engineering dive inspections were completed for approximately 2,900 linear feet of seawalls. LiDAR data was processed to develop a Digital Elevation Map. An inspection report detailed observations, service life estimates, and prioritized recommendations for rehabilitation or replacement, with findings incorporated into the City's Capital Improvement Plan.

City of West Palm Beach Pilot Seawall Elevation Project, West Palm Beach, Florida. The Pilot Project includes replacement of ~1,700LF of seawall at a higher elevation and adding living shoreline components to support the City's efforts to provide additional protection to upland infrastructure to reduce flooding from sea level rise, storm surge, and wave overtopping. Project manager and EOR responsible for public outreach, concept design, field investigations, engineering design, bidding and construction support services.

City of Deerfield Beach Stormwater Master Plan, Deerfield Beach, Florida. Conducted a field investigation to evaluate existing coastal stormwater and flood defense structures in tidal waters relative to service life for the City. The project included a detailed analysis of historical water levels to establish design water levels based on king tides, storm events, and long-term sea level rise projections. Recommendations for maintenance and repairs were summarized in a Coastal Condition and Resiliency Report.

Tidal Flood Mitigation and Shoreline Protection, Hollywood, Florida. The project consists of evaluating 22 areas, covering over 10,000 LF of shoreline, along the areas known as North and South Lake. Each area will have specific solutions to address seasonal flooding challenges, which may entail the design and implementation of varied shoreline protection infrastructure such as of living shorelines, rock revetments, and bulkheads, to meet the requirements of the new Broward County ordinance. Jordon has performed upland and in-water engineering site inspections along City owned shoreline to evaluate conditions of existing seawalls and revetments.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

GINA CHIELLO, WEDG
Senior Marine Scientist & Environmental Permitting



YEARS OF EXPERIENCE

- 17

EDUCATION

- Graduate Certificate, Geographic Information Systems, Florida Atlantic University
- BSc Marine Biology, University of West Florida

CERTIFICATIONS

- NAUI Rescue Diver; PADI Enriched Air Nitrox Diver (IAND/EANx)
- AAUS Scientific Diver Compliant
- FDEP Stormwater, Erosion and Sedimentation Control Inspector
- Waterfront Edge Design Guidelines Associate

PROFESSIONAL AFFILIATIONS

- American Academy of Underwater Sciences
- Florida Association of Environmental Professionals, Treasure Coast Chapter, Past President
- Florida Association of Environmental Professionals, President
- Urban Land Institute SE Florida/Caribbean
- Leadership Institute Alumni
- Environmental and Land Use Law Section of the Florida Bar
- Leadership Palm Beach County, Alumni

Gina, a Senior Director and marine scientist with over 17 years of experience, specializes in regulatory permitting, mitigation planning, habitat characterization, and marine resource surveying across South Florida and the Caribbean. A former reviewer for the Florida Department of Environmental Protection (FDEP), she brings deep expertise in environmental regulations and complex coastal projects, including seagrass mapping, restoration, and monitoring. Her strong background in regulatory permitting and the coastal and marine environment enables her to successfully lead complex projects while navigating strict regulatory frameworks. Gina specializes in planning and implementing seagrass mapping, restoration, and monitoring, ensuring effective management and preservation of marine ecosystems.

RELEVANT PROJECT EXPERIENCE

City of West Palm Beach Pilot Seawall Elevation Project, West Palm Beach, Florida. The Pilot Project includes replacement of ~ 1,700 LF of seawall at a higher elevation and adding living shoreline components to support the City's efforts to provide additional protection to upland infrastructure to reduce flooding from sea level rise, storm surge, and wave overtopping. As co-project manager and senior environmental oversight responsible for public outreach, environmental feasibility, concept design, marine resource surveying, and environmental permitting.

Mockingbird Lane Drainage Improvements, Martin County, Florida. Responsible for conducting a mangrove survey and permitting drainage improvements for a residential neighborhood located in a priority area identified during a sea level rise analyses performed under the "Resilient Martin" program. The project includes raising the road, installing culverts and installing a retaining wall. An old mosquito ditch with dense mangrove trees borders the road and will be impacted. Mitigation planning is also part of the scope of work. Design and agency (FDEP, USACE, Martin County) pre-application meetings are underway.

Currie Park Redevelopment, City of West Palm Beach, Florida. Currie Park is a 16-acre public waterfront park. The city is preparing an adaptive redesign of the park to mitigate flooding from rainfall, king tides, and sea level rise. Project manager responsible for the coastal components (e.g. rock revetment, living shoreline, boat ramp improvements, kayak launches, new over water piers and boardwalks, and "social" steps down to the water) of the project's master plan including but not limited to permitting feasibility, concept planning, marina implementation strategy, public outreach interpretation and grant funding options master plan completed 2021. Currently, project manager responsible for fieldwork, engineering, permitting, and grant management to implement the master plan. State permits secured and federal permit underway. Additionally, assisted with securing a DEO grant which was awarded to the project in the amount of \$16M.

Miami Shores Bayfront Park, Miami Shores, Florida. Responsible for providing oversight for field investigations and permitting with DERM, FDEP and USACE for replacement of 880 LF of bulkhead at a public park. DERM, FDEP, and USACE permitting is underway.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

JONATHON A. CUNNINGHAM, PE
Senior Marine Structural Engineer



YEARS OF EXPERIENCE

• 8

EDUCATION

- BSc, Civil Engineering, Pennsylvania State University
- MSc, Civil Engineering, Johns Hopkins University

LICENSES

- Florida PE No. 92073
- Advanced Open Water Scuba

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Florida Association of Environmental Professionals (FAEP)



Jon is a senior engineer with experience in planning, engineering analysis, structural design, construction administration, and above- and below-water inspection, for marine and waterfront projects. He holds a bachelor's degree in civil engineering with a structural engineering concentration from Penn State University and a master's degree in civil engineering from Johns Hopkins University. Jon has eight years of experience as a structural engineer in building and marine/waterfront projects. Jon has completed and assisted with marine structure projects in the United States, Bahamas and Turks & Caicos Islands, including marinas, ports, mooring dolphins, bulkheads, seawalls, docks and piers.

RELEVANT PROJECT EXPERIENCE

Citywide Strategic Seawall Capital Improvement Plan, St. Petersburg, Florida. Providing coastal and marine engineering services to assess and classify the condition of approximately 72,000 LF (13.6 miles) of municipal seawalls. This strategic seawall capital improvement plan addresses rising sea levels and increased severe storm events, aligns with the City's vision for the seawalls by neighborhood and downtown waterfront district, and includes the development of a GIS database, a coastal design toolbox, and prioritization of repairs and/or replacements based on available funding. Conducted above and below-water inspections, documented the condition of each seawall in detail, and compiled a comprehensive report of findings, highlighting critical areas needing immediate attention and those requiring long-term maintenance.

Fincantieri Shipyard, Jacksonville, Florida. Provided structural/marine engineering services for leading the design of nearly 2,000 LF of steel pipe bulkhead, mooring dolphins to accommodate the +/- 500 ft long dry dock facility, dredging along the length of the bulkhead, as well as fendering and mooring bollards. Services included marine structural engineering design and construction administration services.

Derecktor Shipyards Travel Lift Design, Ft. Pierce, Florida. Marine engineering design and construction administration services for a new haul-out basin within an existing port pier and relieving platform to consist of auger cast-in-place pile foundations, pre-stressed pre-cast square concrete pile foundations, and reinforced concrete relieving platform slab for support a 1500-ton mobile boat hoist.

Coronado Seawall and Marina, Highland Beach, Florida. Provided marine engineering and structural design for a 450 LF of steel sheet pile and concrete pile supported seawall and (9) fixed wood finger docks. Services performed above and below-water inspection, design, and construction administration services.

Colonial Club Seawall Repair and Replacement, Boynton Beach, Florida. Initially performed above and below water inspection for a 1,500 LF seawall in need of repair. Designed the new seawall consisting of AZ hot-rolled steel sheet pile, pre-stressed concrete batter piles, and a steel reinforced cap. Construction administration services were also performed as well as a serving as Special Inspector for the marine structural components during construction.

CUMMINS | CEDERBERG

Coastal & Marine Engineering

JACK HODGES, PE

Construction Administration



YEARS OF EXPERIENCE

- 6

EDUCATION

- BSc, Florida International University

LICENSES

- Florida PE No. 92073

CERTIFICATIONS

- Asphalt Paving Level 1
- Concrete Field Testing Grade 1
- FDOT Concrete Field Inspector Specification
- Earthwork Construction Level 1
- FDOT Intermediate MOT



Jack has over 6 years of experience in construction engineering inspection and civil infrastructure design, with a focus on complex airport, municipal, and coastal projects. He has overseen large-scale airfield pavement reconstruction, utility realignment, and lighting system upgrades, ensuring compliance through rigorous material testing and quality control. His work includes managing water main replacements, seawall and dock inspections, and reinforced concrete evaluations, as well as preparing engineering reports and coordinating permitting with regulatory agencies. Jack also contributes to resiliency planning by analyzing flood mitigation concepts and developing detailed cost estimates for infrastructure adaptation strategies.

RELEVANT PROJECT EXPERIENCE

Currie Park Redevelopment, West Palm Beach, Florida. Currie Park is a 16-acre public waterfront park. Currie Park is a 16-acre public waterfront park. The City is preparing an adaptive redesign of the park to mitigate flooding from rainfall, king tides, and sea level rise. Responsible for the construction administrative tasks for this project including coordination with contractors, construction oversight, field reporting, quality assurance, responding to submittals and RFIs, reviewing pay applications, progress tracking, and ensuring compliance with project specifications and environmental regulations.

Porto Vita Condominium, Aventura, Florida. Marine engineering and structural design of 1,300 LF of shoreline incorporating a steel sheet pile seawall with concrete pile supports, 300 square ft. of fixed concrete finger and marginal docks, (17) steel pipe fender piles, and repairs to the existing fixed floating docks. Responsible for the construction administration tasks for this project including coordinating site visits with the contractor, field reporting, reviewing pay applications, and conducting rebar inspections of the reinforcement in the proposed seawall cap sections.

Sunset Harbour Yacht Club Repairs, Miami Beach, Florida. Providing marine engineering and construction administration services for the dock systems. The project involves continuous inspections and repairs to the concrete seawalls and dock systems for the marina. Responsible for site visits; providing analysis of seawall and concrete dock repairs, crack and spall repair tracking, and field reporting.

Bayfront Park Docks Inspection, Miami, Florida. Performed above- and below-water inspection of three fixed docks, two northernmost docks of approximately 2,500 SF each and one southern dock of approximately 3,000 SF. Responsible for inspecting deteriorating dock structures and assisted with the engineering report, which included an assessment of the existing docks and recommendations for repairs or replacement.



8 OFFICE LOCATIONS

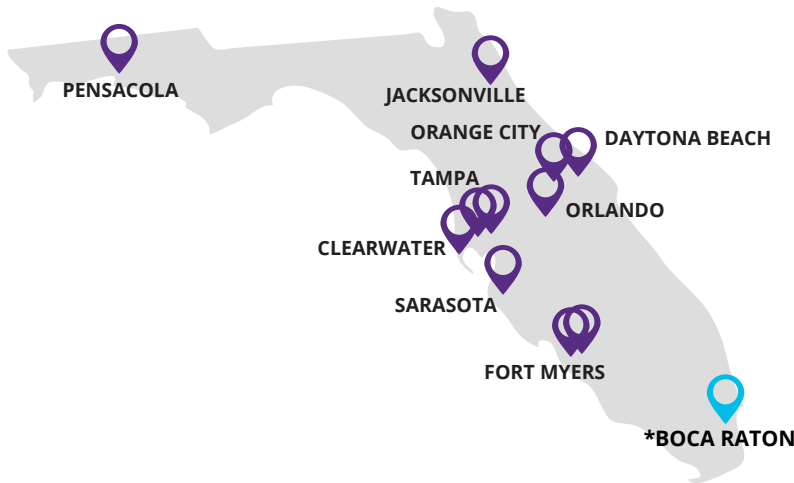
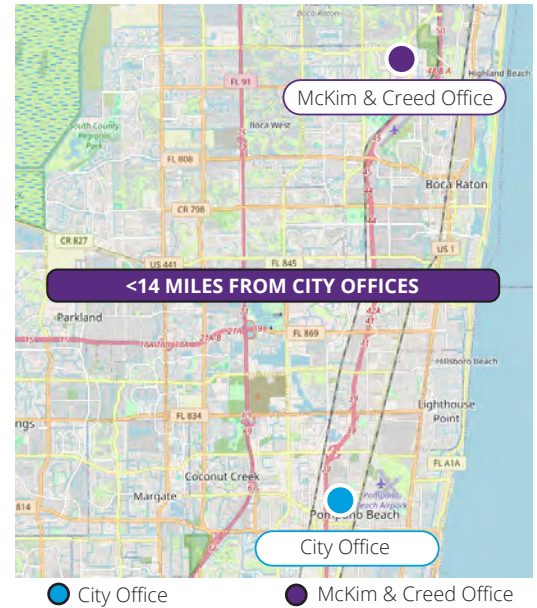
8 OFFICE LOCATIONS

The City of Pompano Beach recognizes the value of partnering with a firm that offers the experience, bench strength, and resources to support a wide range of general engineering assignments. As a local firm, Mckim & Creed brings proven qualifications, knowledgeable personnel, and institutional familiarity with the city's Infrastructure systems—offering added value from day one.

PRIME OFFICE

The contract will be managed, and the services will be based, from our Boca Raton office (6501 Congress Ave Ste 100, Boca Raton, FL 33487). The office is less than fourteen miles from City offices, staffed with engineers and designers. Mr. Omar Khan, PE, our proposed project manager, is permanently assigned to the Boca Raton office. **Omar lives 11 miles from the City's offices and can be onsite at a moment's notice.**

The majority of our key personnel are stationed within the local area. This is how we have served clients in the South Florida area for the last 20 years. We have a track record of demonstrating efficient and effective project execution utilizing our local staff to support the needs of our clients. **We have strengthened our proposed team by including strong local subconsultants to provide support services as well as achieve the City's MWBE utilization goals.**



| *Office Location (County) | Proposed Key Personnel |
|---------------------------|---|
| Palm Beach County | Omar Khan Mario Loaiza Chase Dickinson Ryan Robinson |

Image | McKim & Creed Florida Offices

SUBCONSULTANT LOCATIONS

McKim & Creed carefully selected subconsultants who are not only **local to the tri-county area but also share our commitment to excellence and quality.** These firms bring deep familiarity with McKim & Creed's processes and standards, ensuring seamless collaboration throughout the project. Their knowledge of South Florida's unique geographic, environmental, and regulatory nuances allows us to anticipate challenges and deliver solutions tailored to the region's specific needs.

| Company | Address | Office Location (County) | No. of Staff at Location |
|-----------------------|---|--------------------------|--------------------------|
| Cotleur & Hearing | 1934 Commerce Lane, Suite 1 Jupiter, FL 33458 | Palm Beach County | 40 |
| Nutting Engineering | 111 SW 1st St, Dania Beach, FL 33004 | Broward County | 35 |
| The Merchant Strategy | 5255 NW 33rd Avenue Ft. Lauderdale, FL 33309 | Broward County | 2 |
| Cummins Cederberg | 888 S Andrews Ave, Fort Lauderdale, FL 33316 | Broward County | 23 |



9 CITY & LOCAL BUSINESS FORMS

9 CITY & LOCAL BUSINESS FORMS

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

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

12-18-2025
(Date)

McKim & Creed, Inc.
(Name of Firm)

BY: Mario Loaiza
(Name)

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

Solicitation Number & Title: RLI 26-003 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA) Prime Contractor's Name: McKim & Creed, Inc.

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed/Material to be Purchased | Contract Amount or % |
|-------------------------------|-------------------------------------|---|-------------------------|
| N/A - No Tier 1 Local Vendors | N/A | N/A | N/A |
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LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # RLI 26-003

I, Mario E. Loaiza, Regional Manager
(Name and Title)

of McKim & Creed, Inc., certify that on the 18 day of
December, 2025, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|--|-------------------|--|
| N/A - No Tier 1 Local Vendors Identified | | |
| | | |
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Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: N/A - No Tier 1 Local Vendors Identified

Name and Title: Mario Loaiza | Regional Manager, Florida East

Date: 12-18-25

Note: Attach additional documents as available.

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

BID # RLI 26-003

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

- 1. Geotechnical Boring/Environmental Engineering _____
- 2. Landscape Architecture _____
- 3. Coastal Engineering _____
- 4. Public Outreach _____

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

N/A - No Tier 1 Local Vendors Identified

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 ? McKim & Creed reviewed the local vendor directory and determined that no Tier 1 firms could effectively fulfill the identified subcontracting scopes.

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

| | |
|--|----------|
| | \$ _____ |
| | \$ _____ |
| | \$ _____ |

8. Other comments: In lieu of not finding any Tier 1 vendors who meet the specifications identified, McKim & Creed has ensured that subcontracting opportunities

LOCAL BUSINESS EXHIBIT "D" – Page 2

were awarded to vendors local to the South Florida tricounty area,
with the majority of subconsultants located in Broward County.



2 LETTER OF TRANSMITTAL

December 18, 2025

City of Pompano Beach
Procurement & Contracts Division
1010 NE 3rd Avenue
Pompano Beach, FL 33060



RE: RLI 26-003 - Continuing Contract For Civil Engineering Services (CCNA)

Dear Members of the Selection Committee:

The City of Pompano Beach is entering a transformative period in the renewal and modernization of its water, wastewater, stormwater, roadway, and community infrastructure. McKim & Creed is honored to submit our Letter of Interest for RLI 26-003 and to offer a multidisciplinary team that is fully prepared to support the City's ambitious goals with dependable delivery, technical excellence, and a genuine commitment to partnership.

ALIGNMENT WITH THE CITY'S CAPITAL IMPROVEMENT PLAN (CIP) | We recognize that the FY 2026–2030 CIP prioritizes system resiliency, regulatory readiness, operational reliability, and long-term asset stewardship. Many of the City's major investments such as force main assessment and replacement, lift station rehabilitation, water main upgrades, reuse expansion, stormwater retrofits, wellfield performance studies, and water treatment facility improvements fall within McKim & Creed's core strengths.

Our team includes specialists in water and reclaimed water distribution, wastewater conveyance, pumping facilities, drainage, resiliency planning, facility evaluations, permitting, and construction-phase support. We are ready to integrate seamlessly into the City's five-year program and advance projects immediately.

LOCAL PRESENCE AND COMMUNITY PARTNERSHIP | McKim & Creed operates daily from our Boca Raton office which allows for rapid response, in-person collaboration, and familiarity with the City's utility systems, neighborhoods, permitting authorities, and expectations for transparency and service.

Your proposed Project Manager, Omar Khan, PE, having lived in Broward County for the majority of his working career, understands the unique operational challenges of coastal South Florida. Omar, together with the full McKim & Creed team, will bring a personalized, highly skilled, and hands-on approach to every Pompano Beach project. We view every work order, whether large or small, as an opportunity to strengthen your systems, support your staff, and serve Pompano Beach residents with excellence, reliable budget control, with the large majority of assignments delivered at or below the authorized work-order value.

ON-TIME & ON-BUDGET DELIVERY | Your evaluation criteria emphasize the importance of performance. Our record speaks clearly. Under continuing contracts statewide, McKim & Creed has delivered:

- » 2,000+ assignments under CCNA-type continuing service contracts.
- » Minimal change orders, in many cases less than 2 percent.
- » Early delivery of key CIP projects such as pump stations, roadway utility relocations, force mains, stormwater retrofits, and emergency repair inspections.

Our discipline comes from a structured QA/QC process, early risk identification, and fast-track work-order mobilization that ensures work begins within days of authorization.

**MCKIM & CREED
BY THE NUMBERS**

47

YEARS IN
BUSINESS

36

U.S. OFFICES

1000+

PROFESSIONALS

220+

LICENSED P.E.'S

140+

PLS LICENSES

17

LEED
PROFESSIONALS

DEPTH & QUALIFICATIONS OF TEAM | We are proposing a senior, Florida-licensed project manager and principal-in-charge supported by discipline leads in civil, roadway, utilities, stormwater, electrical, structural, and environmental engineering. The team mirrors the organization used successfully on other municipal continuing contracts, giving Pompano Beach:

- » Depth for parallel task orders.
- » Backup coverage for schedule continuity.
- » Full in-house capabilities (civil, survey, SCADA/I&C, structural, mechanical, permitting, SUE, and GIS).

Resumes, an organizational chart, and license documentation are included as required.

SEAMLESS INTEGRATION WITH CITY SYSTEMS | We will fully adopt the City's web-based project management platform for RFIs, submittals, daily logs, schedules, and close-out deliverables. Our internal systems align directly with the City's workflow for:

- » Design development and review.
- » Permit package preparation.
- » Construction phase coordination.
- » As-built documentation and certified record drawings (AutoCAD DWG 2011+/GIS).

A sample project timeline and deliverable checklist are included in our response.

RISK MITIGATION, COMPLIANCE & PREPAREDNESS | McKim & Creed meets all CCNA requirements, carries all mandated insurance, and maintains full bonding capacity. Our work will include:

- » Early risk workshops for every work order.
- » A structured change-order mitigation plan.
- » Rapid-response capabilities for emergency water, wastewater, stormwater, and infrastructure repairs.
- » Proven experience with drainage, pump station rehabilitation, and utility replacement work, all supporting the City's diverse infrastructure needs.

COMPETITIVE PRICING & TRANSPARENT WORK

AUTHORIZATION | We support the City's need for clarity, predictability, and fairness. Our proposal includes:

- » A clean, competitive rate schedule.
- » Optional fixed-fee templates for common task orders.
- » A demonstrated history of negotiating work authorizations efficiently and staying within CCNA limits.

Our structure keeps overhead low and passes savings directly to the City.

YOUR PARTNER FOR "CITY-SCALE" CIVIL

ENGINEERING | We understand the pace, expectations, transparency, and accountability required by Pompano Beach. Our commitment is simple:

- » Local, responsive, municipal-grade civil engineering with turn-key survey-to-design delivery.
- » Proven track record delivering Pompano Beach-scale projects on time and on budget with disciplined QA/QC.
- » Committed to Pompano Beach's local staff, local subcontractors, and measurable participation under the City's Local Business Program.

Thank you for your consideration. We would be honored to support the City and CRA through this continuing services contract.

Sincerely,

McKim & Creed, Inc.

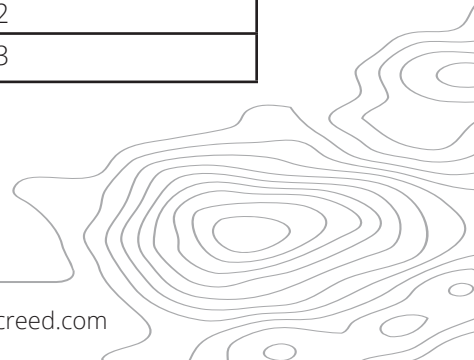


Omar Khan, PE
Project Manager



Mario E. Loaiza, PE, F.ASCE
Principal-in-Charge

| Acknowledgement of Addendum | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | Addendum 1 |
| <input checked="" type="checkbox"/> | Addendum 2 |
| <input checked="" type="checkbox"/> | Addendum 3 |



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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ 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 FOR THE RLI IN THE EBID SYSTEM.

PROJECT TEAM

RLI 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 | _____ | _____ |
| | _____ | _____ |
| Other Key Member | _____ | _____ |
| | _____ | _____ |

(use attachments if necessary)

Bidder Company Name _____

Qualifications Of Bidders

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: _____

Contact person name, telephone number and email address: _____

Description of services provided and date(s) of service: _____

2. Name and address of customer: _____

Contact person name, telephone number and email address: _____

Description of services provided and date(s) of service: _____

3. Name and address of customer: _____

Contact person name, telephone number and email address: _____

Description of services provided and date(s) of service: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | <p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>McKim & Creed, Inc.</p> | |
| | <p>2 Business name/disregarded entity name, if different from above.</p> | |
| | <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) N/A</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p> |
| | <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> | |
| | <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>4300 Edwards Mill Rd, Suite 200</p> | <p>Requester's name and address (optional)</p> <p>Remittance Address Only</p> <p>PO Box 6193</p> <p>Hermitage, PA 16148-0922</p> |
| | <p>6 City, state, and ZIP code</p> <p>Raleigh, NC 27612</p> | |
| | <p>7 List account number(s) here (optional)</p> | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.


| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 5 | 6 | - | 2 | 1 | 3 | 6 | 7 | 6 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--|----------------------|
| Sign Here | Signature of U.S. person  | Date 01/01/25 |
|------------------|--|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|--|--|
| • Corporation | Corporation. |
| • Individual or • Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5. ² |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor ⁴ |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



10 FINANCIAL STATEMENTS



10 FINANCIAL STATEMENTS

A FINANCIAL STATEMENTS COMPLIANCE

McKim & Creed has complied fully with the RFP's requirements for reviewed and audited financial statements. Our most recent audited financials, less than twelve months old and inclusive of all accompanying notes and supplemental information, have been uploaded as a separate file titled "**FINANCIAL STATEMENTS**" and marked "**CONFIDENTIAL**" within the Response Attachments tab of the eBid System.

These documents demonstrate that McKim & Creed is financially solvent, appropriately capitalized, and fully capable of supporting the City of Pompano Beach for the duration of the agreement. We acknowledge the City's right to request additional information and will promptly provide any supplemental documentation needed to confirm our continued financial strength and ability to perform all services required under this contract.



Client#: 216019

20MCKIMCRE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/05/2025

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

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

| | |
|---|---|
| PRODUCER McGriff, a MMA LLC Company 4309 Emperor Blvd, Suite 300 Durham, NC 27703 919 281-4500 | CONTACT NAME: Brittany F Yardley |
| | PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: byardley@mcgriff.com |
| INSURED McKim and Creed Inc 4300 Edwards Mill Road Suite 200 Raleigh, NC 27612-3706 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Hartford Fire Insurance Company 19682 |
| | INSURER B : Twin City Fire Insurance Company 29459 |
| | INSURER C : ACE American Insurance Co 22667 |
| | INSURER D : |
| | INSURER E : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:50000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 22CSES90700 | 09/05/2025 | 09/05/2026 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 22CSES90701 | 09/05/2025 | 09/05/2026 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | 22HV6BJ3ZE6 | 09/05/2025 | 09/05/2026 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | 22WEBH0VPP | 09/05/2025 | 09/05/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Cyber Covera | | | F1628726A004 | 09/05/2025 | 09/05/2026 | 2,000,000 |

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

For information use only.

| | |
|--|---|
| CERTIFICATE HOLDER McKim & Creed Inc. 4300 Edwards Mill Road Suite 200 Raleigh, NC 27612-3706 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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EXHIBIT B - Insurance Requirements

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 the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment. If the firm has no employees or (only principals/owners), they may file a statutory exemption or sign the City's Workers' Compensation (WC) waiver if the firm has fewer than four employees.

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 |

***The city must be listed as Additional Insured and coverage must be Primary & Non-Contributory.**

Coverages must include premises/operations, independent contractors, contractual liability, products/completed operations, and broad form property damage.

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 \$1,000,000 \$1,000,000 property damage combined

| PROFESSIONAL LIABILITY | Per Occurrence | Aggregate |
|--|-----------------------|------------------|
| XX * Policy to be written on a claims made basis | \$1,000,000 | \$2,000,000 |

***The vendor must maintain coverage with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate for contracts under \$7.5M in construction value. The policy must cover negligent acts, errors, or omissions arising from professional services and the vendor must maintained coverage for the duration of the contract and at least 4 years after project completion.**

(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.





RLI26-003 Addendum 3

McKim & Creed

McKim & Creed, Inc.

Supplier Response

Event Information

Number: RLI26-003 Addendum 3
 Title: Continuing Contracts for Civil Engineering Services - CCNA
 Type: Request for Letters of Interest
 Issue Date: 11/17/2025
 Deadline: 12/18/2025 02:00 PM (ET)
 Notes: According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state

Exhibit "B"
holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or jeffrey.english@copbfl.com. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City’s eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Contact Information

Contact: Michael Lee
Address: Procurement and Contracts
1010 NE 3 Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4098
Email: michael.lee@copbfl.com

McKim & Creed Information

Address: 4300 Edwards Mill Road
Suite 200
Raleigh, NC 27612
Phone: (919) 233-8091
Email: bizdevelopment@mckimcreed.com
Web Address: mckimcreed.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Bridgette Corpus
Signature

bcorpus@mckimcreed.com
Email

Submitted at 12/18/2025 09:29:27 AM (ET)

Requested Attachments

Letter of Interest

1_Letter of Interest_RLI 26-003_McKim Creed.pdf

The electronic version of the proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Proposer Information Page Form

2_Proposer Information Page Form_RLI 26-003_McKim Creed.pdf

Must be uploaded to the Response Attachment Tab

Project Team Form

3_Project Team Form_RLI 26-003_McKim Creed.pdf

Must be uploaded to the Response Attachment Tab

Qualification of Bidders Form

4_Qualifications of Bidders Form_RLI 26-003_McKim Creed.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Tier 1/ Tier 2 Local Business Form

5_T1-T2 Local Business Form_RLI 26-003_McKim Creed.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Local Business Program Forms

6_Local Business Program Forms_RLI 26-003_McKim Creed.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Attachment H - W9 Request for Taxpayer Identification Number and Certification

7_Attachment H 2025 W-9_RLI 26-003_McKim Creed.pdf

Must be uploaded to the Response Attachment Tab

McKim Creed RLI 26-003 Proposal Submission.pdf

Full Proposal Submission

CONFIDENTIAL - McKim & Creed, Inc. Financial Statements - as issued.pdf

CONFIDENTIAL - For Evaluation Purposes of RLI 26-003 Only.

Bid Attributes

| | |
|----------|---|
| 1 | Terms & Conditions Check the box indicating you agree to the terms and conditions of this solicitation. <input checked="" type="checkbox"/> Agree |
| 2 | Acknowledgement of Addenda Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. <input checked="" type="checkbox"/> Yes |
| 3 | Local Business Participation Percentage If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses. <input type="text" value="0%"/> |
| 4 | Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount) 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 electronically sign 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 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. Select yes for Agree, No for disagree on the drop down menu. <input type="text" value="Yes"/> |

5 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.
 PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

6 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

City of Pompano Beach

RLI26-003 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)

Position Classification & Maximum Hourly Labor Rate Schedule

| | |
|------------------|---------------------|
| Prime /Firm Name | McKim & Creed, Inc. |
|------------------|---------------------|

| Position / Classification | Maximum Hourly Rate (\$) |
|---------------------------|--------------------------|
|---------------------------|--------------------------|

Engineering

| | |
|--------------------------|----------|
| Principal | \$348.00 |
| Engineering Manager | \$314.00 |
| Project Manager III | \$267.00 |
| Project Manager II | \$243.00 |
| Project Manager I | \$221.00 |
| Technical Specialist III | \$324.00 |
| Technical Specialist II | \$314.00 |
| Technical Specialist I | \$279.00 |
| Project Eng IV | \$255.00 |
| Project Eng III | \$238.00 |
| Project Eng II | \$203.00 |
| Project Eng I | \$179.00 |
| Engineer Intern | \$163.00 |
| I&C Specialist III | \$238.00 |
| I&C Specialist II | \$203.00 |
| I&C Specialist I | \$179.00 |
| Programmer III | \$221.00 |

| | |
|------------------|---------------------|
| Prime /Firm Name | McKim & Creed, Inc. |
|------------------|---------------------|

| Position / Classification | Maximum Hourly Rate (\$) |
|---------------------------|--------------------------|
|---------------------------|--------------------------|

| | |
|--------------------------------|----------|
| Programmer II | \$203.00 |
| Programmer I | \$169.00 |
| Designer IV | \$186.00 |
| Designer III | \$163.00 |
| Designer II | \$150.00 |
| Designer I | \$127.00 |
| CAD Technician - Senior | \$116.00 |
| CAD Technician | \$98.00 |
| Summer Intern | \$98.00 |
| Project Administrator - Senior | \$122.00 |
| Project Administrator | \$106.00 |
| Administrative Assistant | \$93.00 |

Construction

| | |
|--------------------------------|----------|
| Construction Administrator IV | \$214.00 |
| Construction Administrator III | \$192.00 |
| Construction Administrator II | \$174.00 |
| Construction Administrator I | \$145.00 |
| Project Representative III | \$169.00 |
| Project Representative II | \$145.00 |
| Project Representative I | \$127.00 |

| | |
|------------------|---------------------|
| Prime /Firm Name | McKim & Creed, Inc. |
|------------------|---------------------|

| Position / Classification | Maximum Hourly Rate (\$) |
|---------------------------|--------------------------|
|---------------------------|--------------------------|

Field Services

| | |
|---------------------------------|----------|
| Field Services Manager - Senior | \$171.00 |
| Field Services Manager | \$162.00 |
| Field Technician II | \$134.00 |
| Field Technician I | \$101.00 |

Leak Detection Services

| | |
|------------------------------|----------|
| Leak Detection 3 Person Crew | \$588.00 |
| Leak Detection 2 Person Crew | \$411.00 |
| Leak Detection 1 Person Crew | \$236.00 |

Geospatial Services

| | |
|----------------------------|----------|
| GIS System Administrator | \$185.00 |
| GIS Data PM | \$175.00 |
| GIS Technician I | \$105.00 |
| GIS Analyst II | \$145.00 |
| GIS Analyst I | \$125.00 |
| LIDAR Technician III | \$140.00 |
| LIDAR Technician II | \$113.00 |
| LIDAR Technician I | \$84.00 |
| Photogrammetrist | \$233.00 |
| Photogrammetric Technician | \$122.00 |

| | |
|------------------|---------------------|
| Prime /Firm Name | McKim & Creed, Inc. |
|------------------|---------------------|

| Position / Classification | Maximum Hourly Rate (\$) |
|---------------------------|--------------------------|
|---------------------------|--------------------------|

Surveying

| | |
|--|----------|
| Sr. Surveyor/Project Manager III | \$260.00 |
| Sr. Surveyor/Project Manager II | \$232.00 |
| Sr. Surveyor/Project Manager I | \$200.00 |
| Project Surveyor | \$190.00 |
| Sr. Survey CAD Technician | \$140.00 |
| Survey CAD Technician | \$105.00 |
| Survey Field Supervisor | \$125.00 |
| Project Coordinator III | \$164.00 |
| Project Coordinator II | \$143.00 |
| Project Coordinator I | \$125.00 |
| Field Survey Party (Three-Person Crew) | \$250.00 |
| Field Survey Party (Two- Person Crew) | \$190.00 |
| Field Survey Party (One-Person Crew) | \$120.00 |

Subsurface Utility Engineering

| | |
|---|----------|
| Regional SUE Director | \$300.00 |
| Director of SUE | \$250.00 |
| Utility Engineering Sr. Project Manager | \$230.00 |
| Utility Engineering Project Manager | \$188.00 |
| Utility Coordinator II | \$166.00 |

| | |
|-------------------------|--------------------------------|
| Prime /Firm Name | McKim & Creed, Inc. |
|-------------------------|--------------------------------|

| Position / Classification | Maximum Hourly Rate (\$) |
|----------------------------------|---------------------------------|
|----------------------------------|---------------------------------|

| | |
|---|----------|
| Utility Coordinator I | \$110.00 |
| Utility Engineering Technician II | \$94.00 |
| Utility Engineering Technician I | \$79.00 |
| Utility Engineering Analyst | \$120.00 |
| Utility Engineering Specialist | \$141.00 |
| Utility Engineering Party (2 Person Crew) | \$188.00 |
| Utility Locator III (811 Locates) | \$101.00 |
| Utility Locator II (811 Locates) | \$91.00 |
| Utility Locator I (811 Locates) | \$71.00 |

Hydrographic Services

| | |
|------------------------------------|----------|
| Hydrographic Division Manager | \$233.00 |
| Hydrographic Regional Manager | \$218.00 |
| Hydrographic Project Manager | \$188.00 |
| Hydrographic Project Coordinator I | \$154.00 |
| Hydrographic Specialist III | \$150.00 |
| Hydrographic Specialist II | \$130.00 |
| Hydrographic Specialist I | \$110.00 |



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Detail by Entity Name

Foreign Profit Corporation

MCKIM & CREED, INC.

Filing Information

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State NC

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Last Event AMENDMENT

Event Date Filed 08/11/2011

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Principal Address

4300 Edwards Mill Rd.
Suite 200
RALEIGH, NC 27612

Changed: 01/05/2024

Mailing Address

4300 Edwards Mill Rd.
Suite 200
RALEIGH, NC 27612

Changed: 01/05/2024

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 South Pine Island Road
Plantation, FL 33324

Address Changed: 06/10/2015

Officer/Director Detail

Name & Address

Title CEO

LEE, A. STREET
1365 HAMLET AVENUE
CLEARWATER, FL 33756

Title VP

Garland, Robert
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106
Sarasota, FL 34232

Title VP

POLLARD, EDWARD N
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RALEIGH, NC 27612

Title Senior Vice President

Jones, David
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Wilmington, ND 28401

Title VP

Wudte, William
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Sarasota, FL 34232

Title VP

Jehle, Patrick
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Pensacola, FL 32501

Title Asst. Vice President

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Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2025 | 01/07/2025 |
| 2025 | 03/21/2025 |
| 2026 | 01/13/2026 |

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**Exhibit C – Cover Page
Approved Insurance**

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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