# CITY OF POMPANO BEACH, FLORIDA

# PROFESSIONAL CONSULTING AGREEMENT

with

KIMLEY-HORN AND ASSOCIATES, INC.



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

# CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on \_\_\_\_\_\_, by and between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Kimley-Horn and Associates, Inc. a North Carolina corporation authorized to do business in the State of Florida hereinafter referred to as the "Consultant".

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

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

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

#### ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. T-25-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Jonathan Haigh, PLA.

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

#### **ARTICLE 2 – TERM**

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

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

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

#### **ARTICLE 3 – PAYMENTS TO CONSULTANT**

- A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.
- B. <u>Price Formula</u>. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. T-25-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).
- C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.
- D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City's representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

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

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

- E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.
- F. <u>Final Invoice</u>. In order for both parties herein to close their books and records, the Consultant will clearly state "<u>Final Invoice</u>" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

# ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

# **ARTICLE 5 – TERMINATION**

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

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately

and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

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

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

#### ARTICLE 6 - PERSONNEL

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

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

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

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

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

#### ARTICLE 7 – SUBCONTRACTING

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

#### ARTICLE 8 – FEDERAL AND STATE TAX

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

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

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

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

# **ARTICLE 10 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 11 – INDEMNIFICATION**

- A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder , including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.
- B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.
- C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

# ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

#### **ARTICLE 13 – REMEDIES**

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

#### ARTICLE 14 – CONFLICT OF INTEREST

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

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

#### ARTICLE 15 – EXCUSABLE DELAYS

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

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

#### **ARTICLE 16 – DEBT**

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

# ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

# PUBLIC RECORDS CUSTODIAN

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

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

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

#### **ARTICLE 18 – CONTINGENT FEES**

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

#### **ARTICLE 19 – ACCESS AND AUDITS**

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

# **ARTICLE 20 – NONDISCRIMINATION**

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

#### **ARTICLE 21 – INTERPRETATION**

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

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

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

#### **ARTICLE 23 – SEVERABILITY**

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

#### ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

#### **ARTICLE 26 – NOTICE**

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

#### **FOR CITY:**

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

### **FOR CONSULTANT:**

Jonathan Haigh, PLA Kimley-Horn and Associates, Inc. 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411

#### **ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

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

#### **ARTICLE 29 – PUBLIC ENTITY CRIMES ACT**

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

#### **ARTICLE 30 – GOVERNING LAW**

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

# **ARTICLE 31 - BINDING EFFECT**

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

# "CITY"

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

Attest:	CITY OF POMPANO BEACH			
ASCELETA HAMMOND, CITY CLERK	By:REX HARDIN, MAYOR			
(SEAL)				
	By:GREGORY P. HARRISON, CITY MANAG	ER		
APPROVED AS TO FORM:				
MARK E. BERMAN, CITY ATTORNEY				

# "CONSULTANT"

Witnesses:	Kimley-Horn and Associates, Inc.
Signature	By: Marwan Mufleh, Senior Vice President
Name Typed, Printed or Stamped  Signature  Lisa Stone  Name Type, Printed or Stamped	
or $\square$ online notarization, this $24$ as Senior Vice President of Kimley-	acknowledged before me, by means of physical presence day of March, 2021, by Marwan Mufleh-Horn and Associates, Inc., a North Carolina corporation, on behalf of the corporation. He is personally known to me (type of identification) as
NOTARY'S SEAL:	Lori D'Amico  Lori D'Amico
LORI D'AMICO MY COMMISSION # GG 957251 EXPIRES: March 16, 2024 Bonded Thru Notary Public Underwriters	(Name of Acknowledger Typed, Printed or Stamped)  GG 957251  Commission Number



Florida's Warmest Welcome

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

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

#### CITY OF POMPANO BEACH, FLORIDA

# REQUEST FOR LETTERS OF INTEREST T-25-20

#### CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

#### Introduction

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

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

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

- Support Services for Remediation
- Demolition Projects

### A. Scope of Services

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

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

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

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

#### B. Task/Deliverables

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

# C. Term of Contract

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

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

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

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

- a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.
- Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise<sup>TM</sup>. <u>The designated</u> web-based application license(s) shall be provided by the City to the Prime <u>Consultant and Sub-Consultants</u>. No additional software will be required.

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

# E. <u>Local Business Program</u>

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: <a href="www.pompanobeachfl.gov">www.pompanobeachfl.gov</a> by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

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

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

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

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

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

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

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

# F. Required Proposal Submittal

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

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

#### Title page:

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

#### **Table of Contents:**

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

#### **Letter of Transmittal:**

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

#### **Technical Approach:**

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

#### Schedule:

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

#### References:

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

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

# **Project Team Form:**

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

### **Organizational Chart:**

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

## Statement of Skills and Experience of Project Team:

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

#### **Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

#### Office Locations:

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

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

#### **Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

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

# Litigation:

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

#### **City Forms**:

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

# **Reviewed and Audited Financial Statements:**

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

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

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

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

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

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

# G. <u>Insurance</u>

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

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

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

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

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

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

- 1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
  - 2. Liability Insurance.
- (a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- (b) Such Liability insurance shall include the following <u>checked types of insurance</u> and indicated minimum policy limits.

Type of Insurance

**Limits of Liability** 

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and

\$2,000,000 Per Aggregate

\* 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 XX XX	contractual insurance broad form property damage independent contractors personal injury	bodily injury and property damage combined bodily injury and property damage combined personal injury			
_	sexual abuse/molestation	Minimum \$1,000,00	00 Per Occurren	ce and Aggregate	
_	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate			
AUT	OMOBILE LIABILITY:	Minimum \$1,000,000 Bodily injury (each perperty damage, both combined.	erson) bodily inju	ury (each accident),	
XX XX XX XX	comprehensive form owned hired non-owned				
REA	L & PERSONAL PROPERTY				
	comprehensive form	Agent must show proof they have this coverage.			
EXC	ESS LIABILITY		Per Occurrence	e Aggregate	
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000	
PRO	FESSIONAL LIABILITY		Per Occurrenc	e Aggregate	
XX	* Policy to be written on a clai	ms made basis	\$1,000,000	\$1,000,000	
term	(c) If Profession mnification and hold harmless ination or expiration of the Agrees applicable statute of limitation	s provisions set forth ement for a period of f	in the Agreem		
СҮВ	ER LIABILITY		Per Occurrence	e Aggregate	
_	* Policy to be written on a clai	ms made basis	\$1,000,000	\$1,000,000	
<ul> <li>Network Security / Privacy Liability</li> <li>Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)</li> <li>Technology Products E&amp;O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)</li> <li>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.</li> </ul>					

- 3. <u>Employer's Liability</u>. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- 4. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
  - (a) Certificates of Insurance evidencing the required coverage;
  - (b) Names and addresses of companies providing coverage:
  - (c) Effective and expiration dates of policies; and
- (d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- 5. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- 6. <u>Waiver of Subrogation</u>. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

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

a. Organizational chart for project

- b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff
- (2) Education of staff
- (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location:

0-15

- a. Location
- b. Number of staff at the nearest office
- 4 Current and Projected Workload

0-15

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

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

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

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

Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.

Is the firm a certified minority business enterprise as defined by the Minority Business Florida Small and Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)

0-10

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

#### NOTE:

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

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

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

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

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

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

# I. Hold Harmless and Indemnification

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

#### J. Right to Audit

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

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

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

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

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

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

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

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

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

# L. <u>Communications</u>

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

# M. No Discrimination

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

# N. Independent Contractor

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

# O. Staff Assignment

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

# P. Contract Terms

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

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

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

#### Q. Waiver

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

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

# R. <u>Survivorship Rights</u>

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

# S. Termination

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

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

## T. Manner of Performance

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

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

# U. Acceptance Period

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

#### V. Conditions and Provisions

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

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

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

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

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

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

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

# W. Standard Provisions

# 1. Governing Law

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

#### 2. Licenses

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

## 3. Conflict Of Interest

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

#### 4. Drug Free Workplace

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

# 5. Public Entity Crimes

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

# 6. Patent Fees, Royalties, And Licenses

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

## 7. Permits

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

#### 8. Familiarity With Laws

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

#### 9. Withdrawal Of Proposals

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

# 10. Composition Of Project Team

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

#### 11. Invoicing/Payment

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

#### 12. Public Records

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

# PUBLIC RECORDS CUSTODIAN

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

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

# X. Questions and Communication

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

# Y. Addenda

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

# Z. <u>Contractor Performance Report</u>

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

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

#### PROPOSER INFORMATION PAGE

(number) (Title)
To: The City of Pompano Beach, Florida
The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.
Proposal submitted by:
Name (printed) Title
Company (Legal Registered)
Federal Tax Identification Number
Address
City/State/Zip
Telephone No Fax No
Email Address

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

#### **PROJECT TEAM**

SOLICITATION NUMB	ER		
<u>PRIME</u>		Federal I.D.#	
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 Individuate to the Project	al Assigned
Surveying			
Landscaping			
Engineering			
gg			
Other Key Member			
Other Key Member			
Other Key Member			

(use attachments if necessary)

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

#### **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _	
Vendor FEIN:	

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

I Certify





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

#### CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

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

**Exhibit – Contractor Performance Report** 

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

#### **RATINGS**

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

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

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

ould you select/recommend this contractor ease attach any supporting documents to the	is report to substantiate the ratings that hav	e been prov
Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date
omments, corrective actions etc., use additi	onal page if necessary:	
omments, corrective actions etc., use additi	onal page if necessary:	
emments, corrective actions etc., use additi	onal page if necessary:	
omments, corrective actions etc., use additi	onal page if necessary:	
omments, corrective actions etc., use additi	onal page if necessary:	

## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

	Local Busil	1633 Subcontractor Othization	Kebort			
Project Name (1)			Contract Number and Work Order Number (if applicable) (2)			
Report Number (3)		Reporting Period (4)	Local Business Contra	act Goal (5)	Estimated Contract Completion Date (	
		to				
Contractor Name (7)			Contractor Telephone Number (8)		Contractor Email Address (9)	
Contractor Street Add	dress (10)	Project Manager Name (11)	Project Manager Tele	phone Number (12)	Project Manager Email Address (13)	
Local Business	Payment Report					
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
			Total Paid to Date for A	II Local Business Sub	ocontractors (21) \$	0.00
I certify that the	above information is true t	o the best of my knowledge.				
	uthorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)			Date (25)

#### **Local Business Subcontractor Utilization Report Instructions**

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

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

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

#### CITY OF POMPANO BEACH, FLORIDA LOCAL BUSINESS PARTICIPATION FORM

Prime Contractor's Name:

Solicitation # & Title:

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

**LOCAL BUSINESS EXHIBIT "A** 

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

	Solicitation Number
TO:(Name of Prime or Ger	
(Name of Prime or Ger	neral Bidder)
	npano Beach business intends to perform subcontracting above contract as (check below)
an individual	a corporation
a partnership	a joint venture
The undersigned is prepared Contract, as hereafter descri	d to perform the following work in connection with the above ibed in detail:
at the following price:	
(Date)	(Print Name of Local Business Contractor)
	(Street Address)
	(City, State Zip Code)
	BY:
	(Signature)

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

**LOCAL BUSINESS EXHIBIT "B"** 

### LOCAL BUSINESS EXHIBIT "C" LOCAL BUSINESS UNAVAILABILITY FORM

	Solicitation #	
1,		
(Name and Title)		
of	, certify that on the	day of
(Month) (Year)	I invited the following LOCAL BUSINES:	S(s) to bid work
items to be performed in the	ne City of Pompano Beach:	
Business Name, Address	s Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Said Local Businesses:		
	Did not bid in response to the invitatio	n
	Submitted a bid which was not the low	responsible bid
	Other:	
	Name and Title:	
	Date:	
Note: Attach additional do	cuments as available.	

LOCAL BUSINESS EXHIBIT "C"

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

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

What portions of the contract have you identified as Local Business opportunities?
Did you provide adequate information to identified Local Businesses? Please comment on how provided this information.
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
notices.  Did you advertise in local publications?  Yes No
If yes, please attach copies of the ads, including name and dates of publication.  What type of efforts did you make to assist Local Businesses in contracting with you?
List the Local Businesses you will utilize and subcontract amount.
\$
<u></u> \$
\$

LOCAL BUSINESS EXHIBIT "D" - Page 2


LOCAL BUSINESS EXHIBIT "D"



# LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20)

Kimley» Horn

Expect More. Experience Better.





## LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20)

#### **Kimley-Horn and Associates, Inc.**

1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411 561.845.0665

#### **Contact:**

Jonathan Haigh, PLA, Project Manager Work: 561.840.0233 jonathan.haigh@kimley-horn.com

**August 24, 2020** 





## LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20)

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**TAB 1**Letter of Transmittal





### LANDSCAPE ARCHITECTURAL SERVICES



#### **LETTER OF INTEREST**

August 24, 2020



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

Re: Continuing Contract for Landscape Architectural Services (Request for Letters of Interest T-25-20)

Dear Members of the Selection Committee:

Opportunities to truly enhance the fabric of a city are rare. They typically involve tremendous challenges. But for those of us who flourish in such an arena and are passionate about creating beautiful and functional public environments, there is no better use of our time and abilities. The tasks that will result from your RLOI fall into that category, and **Kimley-Horn** is excited about the opportunity to take part in these important projects, which are certain to beautify and enhance this community where we live, work, and play. Our team is intimately familiar with Pompano Beach, having worked with the CRA and City on numerous projects from the irrigation design along Martin Luther King Jr. Boulevard to the Atlantic Avenue Bridge and most recently for landscape improvements along on Dixie Highway. We understand the challenges that South Florida's municipalities face in serving urban centers and the surrounding neighborhoods and we feel that our team offers a perfect mix of creativity and technical expertise to provide the best service to you for the following reasons:

Streetscapes, Parks, and Public Facility Design. For more than 50 years combined, Kimley-Horn has successfully served communities throughout South Florida on a variety of streetscapes, parks, civic buildings, and recreational facilities. We have developed a portfolio of exciting and innovative designs that are stunningly attractive, user-friendly, highly functional, and operationally tailored to serve.

High-Profile Urban Design and Placemaking Expertise. Our team has successfully produced high-profile, award-winning projects statewide and nationally. This is a testimony to our team's abilities in creative design, multidisciplinary collaboration, consensus building, management, and implementation.

Collaborative Approach. To create your vision throughout your community, we will partner with your staff and community stakeholders to truly understand each project's goals and objectives. Our approach to design is a collaborative one in which our design team works with you to ensure that the functional components of the project merge seamlessly with the aesthetic ones.

Integrated Design Team. Our professional staff is experienced and highly qualified to provide creative and effective solutions to help ensure successful projects under this contract. As project manager for this contract. I offer more than 25 years of landscape architectural design experience. I have designed and/or managed municipal projects in South Florida and have an extensive familiarity with Pompano Beach's permitting processes related to tree preservation, landscape, and irrigation.

Responsive Municipal Planning Services. We have the necessary in-house expertise to serve you and act as an extension of your staff for plan reviews, GIS tasks, grant research an application, or other assignments. As your project manager, I will serve as your primary contact person and will be readily available to you, facilitating rapid responses to your needs.

We are committed to the success of the City of Pompano Beach and will serve you from our West Palm Beach and Plantation offices. We will actively identify and solve critical issues; find reliable, innovative, and sustainable solutions; and provide responsive and cost-effective service. Our team's dedication to your success and to technical excellence will help ensure that any project we are assigned is completed on time, under budget, and with the highest-quality standards.

Very truly yours, KIMLEY-HORN

Jonathan Haigh, PLA, ASLA Project Manager

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954.535.5100



**TAB 2**Technical Approach





#### **LANDSCAPE ARCHITECTURAL SERVICES**

(RLOI# T-25-20



#### 2. TECHNICAL APPROACH

#### **Proposed Approach and Methodology**

Continuing services contracts require a different approach from typical project-specific contracts. Each task assigned under an on-call contract will need an individualized approach that includes the various disciplines necessary to complete the assignment. We recognize that each project under the continuing services contract has its own expectations that need to be understood, and then exceeded. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of the task expectations and deliverables.

Upon receiving an assignment, we will begin with an on-site kick-off meeting (as needed) with the City's project manager and necessary staff to develop the scope, discuss constraints and opportunities, determine what information is currently available relative to the project, and begin formulating the schedule with selected,



agreed-upon milestones. Kimley-Horn project manager, Jonathan Haigh, will select the appropriate Kimley-Horn team members for each assignment based upon the specific goals of the project and match them with the individual team member experience and expertise. We will work closely with City staff throughout each assignment.

Our team has served as on-call consultants for many municipalities, CRAs, Counties, and institutions over the years and has developed a general approach and methodology to making every opportunity a successful one. Listed below is an overview of key characteristics of our approach to handling continuing services contracts.

- **Be Flexible.** We understand schedules change (accelerated or delayed), projects change, and we must be prepared to adjust with these changes. We also realize that some tasks will have small budgets and require an especially cost-effective approach. Our team is available at all times for any size task.
- Think and Act as an Extension of the City's Staff. Our team will approach projects as though we are part of your staff.
   We will understand your responsibilities to the City's residents and what your priorities are.
- Think Big Picture. We will look beyond the individual project: How does a specific assignment fit into the ultimate goal of the City's plan? Who are the true stakeholders? What are the potential risks when executing this project? How can we add value to vou?
- **Be Innovative.** We will look for creative solutions and present them to you throughout the contract. We will help the City identify and procure outside funding whenever possible given our grant experience.
- Team with Other Consultants. Kimley-Horn has teamed with a number of local firms on a variety of projects in the past number of years. We are committed to utilizing our subconsultants H2R Corp and Compass Point Surveyors when the need for their support arises.

#### **Project Strategy**

Through our experience on various other continuing services contracts, we have developed a strategy for approaching each task assignment. Our strategy for a successful project includes the following key steps:

- Clearly define the project scope, budget, determine opportunities and constraint, and set objectives and expectations through a multi-disciplined collaborative approach
- Identify and anticipate potential project and process risks including those affecting budget, schedule and stakeholders and formulate mitigation measures





#### **LANDSCAPE ARCHITECTURAL SERVICES**

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- Discuss with the City the most cost-effective way to complete the desired deliverables that will meet project goals and City expectations
- In addition to the required basic services, identify potential tasks as optional services to avoid the need for future contract supplements
- Conduct field reviews and confirm survey and existing site information
- Research opportunities and constraints and develop conceptual alternates
- Review progress with City staff
- Develop a beautiful, feasible solution
- Prepare construction cost estimates and compare to project budget
- Conduct field reviews and practical constructability reviews
- Permit the project through applicable agencies
- Assist the City during the bidding process
- Represent the City during construction
- Attend ribbon cutting ceremony

#### **Clearly Define the Challenges and Set Objectives**

The Kimley-Horn approach involves open discussions with your staff to identify the issues that need to be addressed so we can work together to develop a clear plan of resolution. With many years of experience and unique local knowledge, our staff has the resources necessary to help you define the challenges, determine your objectives, and—most importantly—accomplish the project's goals. This includes identification of stakeholder's positions and objectives working with groups such as residential communities, advisory boards, the local business community, and local and state agencies. With our multidiscipline in-house expertise, we will provide insight to the different aspects of the project to ensure that our understanding completely meets your expectations. We will encourage communication with the various City departments to ensure the scope addresses not only the constructability of a project but also sustainable operation, maintenance, and function.



#### **Evaluate the Situation and Develop a Feasible Solution**

Project feasibility is determined by analyzing the various parameters specific to each project. The analysis will allow a design team to predict the impact of different improvement alternatives. The results are then compared to the established priorities and objectives to determine which alternative solution will be most effective in addressing the problem while minimizing cost. We will provide innovative ideas and alternatives along with early and regular cost estimates to provide you with choices throughout the different project phases. We will work to determine if there are funding or grant opportunities, developing bid alternates which may be exercised only if sufficient funds are available. Sometimes the solution may involve a phased approach where individual but functional portions of the project are constructed as funds are available. We strive to plan so that phased improvements proposed account for additional underground sleeves or conduit for future work are installed in advance to avoid costly reconstruction when additional project phases are implemented. A feasible project must consider not only the initial cost but project resiliency along with long term operation and maintenance costs. Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs that enable area stakeholders to establish their priorities. The design must address the needs of the community including those with special needs. We know that the City is dedicated to their





#### **LANDSCAPE ARCHITECTURAL SERVICES**

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residents and that Community involvement is an important component in determining the overall design program, funding strategies, and implementation priorities.

#### **Prepare the Project Deliverables and Permitting**

Once the project solution is determined the typical deliverable for a landscape architectural project will be plans, specifications, cost estimates and bid documents. On other assignments the City may need assistance with evaluation of tree condition or evaluate landscapes or park conditions to assess safety concerns. These assignments would have a deliverable in the form of a report and/or presentation to the City Commission. On a design project, plans and specifications are usually prepared in 30%, 60%, 90%, and final bid document milestones. However, smaller projects may require a more tailored approach to submittals that better fit the scope of work. At each phase of design, we will provide progress plans, specifications, and opinions of probable project costs. A key component of these phases of work are regular progress meetings with City staff to keep the project on its established goals and tracking within the established budget.

Complete final design plans, accurate bid documents, constructability and quality reviews by our professionals, and management of construction are important components in this stage. We also have the experience in preparing bid documents for alternative construction delivery methods, such as design-build or construction manager at risk. Consistent and efficient project performance is based on sustainable design. Projects must be designed with end users in mind. We know that our ability to plan for things such as maintenance of traffic, continuity of utility services, and coordination with other City departments such as planning, police, and emergency services during the construction of a facility is an important consideration to you and your staff along with delivering a product that provides for efficient operation and maintenance after completion.

#### **Construction to Ribbon Cutting**

Representing the City during construction and successfully implementing the design to a successful ribbon cutting, is the last stage of successful project implementation. Most of all we want the community you support to be proud of the services and landscape architectural projects you deliver to them and we take that responsibility seriously.

#### **Approach to Assignments**

Initial Project Request from the City. Each project task will be initiated by a request from the City. This request may be verbal, in writing, or by electronic means such as email. For purposes of our preliminary scope and personnel assignments, this initial project request should include enough detail about the project, schedule, and budget to provide us with adequate information for our internal discussions and determinations. Immediately upon receipt of your project request, a scope meeting and, if useful, a field review will be scheduled.

**Preliminary Personnel Assignment.** Based on information provided by your staff, Kimley-Horn will determine the best-suited personnel to assign to the project. For example, in the case of a GIS or grant management task project, **Erin Emmons, GISP** will



take the lead as Task Lead and coordinate her work with the City's Project Manager. Jonathan Haigh will always be available as a primary point of contact as needed. Project success is dependent on having the right people involved in order to take advantage of their particular expertise and familiarity with the technical processes involved with the specific task at hand. Our organization chart identifies the primary professional that will lead the efforts in each specific work category.



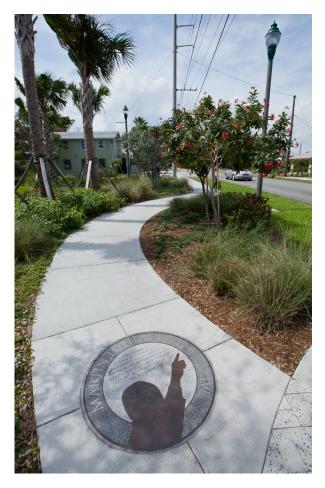
#### LANDSCAPE ARCHITECTURAL SERVICES

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Project Status and Plans Review Meetings. As the project progresses, and as appropriate to the specifics of the work involved, we will schedule a project kick-off meeting with City staff and conduct regular project status and plans review meetings with your representatives to evaluate progress and make adjustments as needed. These meetings can include discussion of both project progress, scope status as related to work completion, design features and alternatives, project issues, etc. Face-toface meetings provide a cooperative forum for discussion and resolution of any previously unforeseen occurrences or design challenges that may have arisen. We have found that continuous and regular meetings such as these provide a solid basis for project success and give all project participants the opportunity to be fully informed as to project issues, resolutions, and intermediate successes. To ensure this success we prepare regular meeting minutes and a list of action items to document decisions and to track items to a successful conclusion. This method had served our clients well and enabled them to easily answer questions on decisions that had been made early in the project or perhaps by previous staff members. It also helped them to track issues on their end and often welcomed our documented reminders to keep issues on their radar screen and avoid delays to the project.

**Communication.** Regular meetings are very important but not our only means of communication. Email, telephone, and web-based communication are a foundation of our corporate culture, and thus are a foundational part of our project management strategy. We will tailor our communication to the method that works best for individual City Project Manager. Some people respond better to meetings, others to email. We regularly track lists of outstanding items for each project and use the list to remind each responsible party of their task and deadlines.



#### **Project Schedule and Budget Control**

We understand that meeting project schedules is critical to ensure project funding is not jeopardized. Common causes of schedule delays include developing or changing priorities, dealing with external agency processes, and inadequate staffing. We address these issues by developing a clearly-defined scope with the City and stakeholder input, if required. External stakeholders' time requirements are identified and built into the schedule as critical path items. These include coordination with utility owners and development of utility work schedules, securing resolutions for FDOT permits and agreements, and review and processing permit packages. We currently work with multiple groups within the City of Pompano including the CRA, City Engineering and Utility Departments. This insight will ensure that all priorities are captured and changes during task completion are minimized. We understand that assignments could come from different City Departments. Our team will use an assignment tracking list that includes City representative, start, and end dates. We use Microsoft Teams for this as it can be shared and updated within the entire team in real time.

**Budget.** Budget control spans the entire life of an assignment from scoping to construction. During scoping, we will communicate with the City to ensure that all project goals are identified to avoid supplemental agreements and ensure future phases of the project are considered. Design budgets will be managed by properly identifying work requirements and using appropriately skilled staff. Due to the integrated nature of our internal practices, we often have multiple sources of existing utility, survey, and development information to supplement City sources, which can reduce design costs. Kimley-Horn strives to develop accurate construction cost estimates to ensure appropriate funds are available for future phases or to allow funds to be reallocated elsewhere, if possible. Our team has successfully done this by reviewing current construction bid prices against historic costs and using our long-term contractor and vendor relationships to obtain real-time costs. We also routinely perform constructability reviews to minimize delays, cost overruns, and potential claims during construction.



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**Quality Control Review.** Kimley-Horn understands that providing a quality deliverable reduces project delays and cost. Our approach to achieving superior service focuses on following the quality control plan, engaging anticipated review staff during task scoping, keeping them informed about the project, and following submittal checklists and City guidelines. The benefit of this approach is expedited review periods, consistency with agency goals and objectives, and the elimination of avoidable comments.

Kimley-Horn will identify a project-specific file transfer method to facilitate the QA/QC process and simplify sharing of information between the project team and the City. Our quality control process extends beyond ensuring plans and reports are grammatically correct and previous comments have been incorporated. Methods our team will use to improve quality of deliverables includes engaging

Project stakeholders during the scoping process or prior to initial plan submittals, reviewing bid questions and answers to identify common trends, and including staff on our team to assist with constructability reviews. Specific staff have been identified to act as quality reviewers for each discipline to ensure that each deliverable meets your expectations



Quick Turnaround of Assignments. Our team's approach to timely completing tasks focuses on empowering our staff to make decisions with appropriate oversight. Our internal "milestone" worksheets clearly list action items for each staff assigned to the task creating a sense of ownership and accountability. A common file structure is used on all projects, so team members can quickly find the information they need to stay productive. Our team members are well-rounded with overlapping skill sets. This ensures subject-matter experts are always available on short notice. Our task managers encourage frequent, dynamic communication between all team members through the use of brief, daily task updates either in person or via videoconferencing. Using these simple communication techniques, we have learned how to minimize false-starts, reduce duplication of work, and keep staff focused on the end goal.

**Value Management.** Kimley-Horn strives to keep projects on budget by focusing on better decisions, better information, better analysis, creativity, increased productivity, and accurate deliverables throughout all phases of the project. Value management is a key factor for developing successful projects that transition from study to design, and from design to construction. The Kimley-Horn team has a history of successfully navigating the difficult task of systematically improving the value of a project while preserving the basic project goals, creatively reducing the cost of the components and materials that render those goals.

Cast-Aheads. At Kimley-Horn, production meetings are held weekly to enable staff, task managers, and project managers to stay up-to-date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources among Florida's 15 offices. We know the importance of meeting our clients' deadlines, and we take the necessary steps that enable us to confidently commit to meeting yours. With our depth of staff and ability to activate resources from other offices, we can ensure your projects are completed on time. Updated monthly by the project managers, the cast-ahead system is used to define specific staffing needs for the month and for the next six months. The objective is to balance the workload in a manner that maximizes the utilization of production staff, while ensuring that all project requirements and client deadlines are met.

#### **Public involvement**

Kimley-Horn is known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. Kimley-Horn is strongly committed to conducting public participation programs that educate, inform, and build consensus for a project. Each project is different in terms of the stakeholders and the critical issues involved; thus each public involvement program must be tailored to specifically address the project's needs.





#### **LANDSCAPE ARCHITECTURAL SERVICES**

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Public involvement strategies our team has successfully implemented on similar City of Pompano Beach projects includes creating 3D renderings, Fly-throughs, and diagrams for public presentations, using community meetings to build consensus with the public, and providing project updates for posting on the City's website. Our team includes staff and resources to communicate with any local stakeholders with limited English proficiency ensuring an inclusive public involvement process.

Our team has provided public outreach for transportation projects of all sizes. Given the current COVID 19 distancing requirements, keeping stakeholders involved and informed may require Virtual Public Involvement. Our team has recent experience hosting virtual public meetings in South Florida and will lead all public activities. Important considerations for hosting virtual public meetings include

- Using an appropriate meeting platform to provides a larger call-in capacity
- Accepting questions through the meeting chat function to avoid attendees talking over each other
- Allowing for real-time polling to allow those that do not choose to speak a forum for their opinion to be registered
- Providing a call-in phone number for those without internet access
- Providing a website so attendees can download any content after meeting

Our project team hosted a successful Virtual Public Meeting for Century Village Deerfield Beach in July 2020 with several hundred attendees. Our ability to host Virtual Public Meetings will ensure that critical transportation improvement projects can move forward on schedule.

#### **GIS and Asset Management**

At Kimley-Horn, we use Environmental Systems Research Institute's (Esri) GIS platform for integration and management of spatial data. As an Esri Partner, all divisions of Kimley-Horn routinely apply GIS tools and techniques to standardize an efficient work flow and provide a defensible analysis on our projects. Our services include standardization of the spatial data to ArcGIS geodatabase and/or published feature services, as well as user training and installation of the GIS at a client facility. Our design of a project GIS includes conversion and synchronization of all data to an Esri compatible platform and documentation of sources and methods used in data development. GIS integrates many diverse areas of information into a single, cohesive decision support system. We use GIS to establish and maintain background databases, perform automated analysis for alternative corridor locations, quantify environmental impacts, assess historical change, provide advanced support into the preliminary design process and help clients with asset management.

#### Why Select Kimley-Horn?

Our staff of dedicated landscape architectural and planning professionals takes great pride in the way we serve our clients and react to their needs. We have demonstrated this commitment to our clients for over 50 years. We can assure you that we are committed to technical excellence and are extremely conscientious about your time and budget constraints. We pledge to you a level of commitment and personal responsiveness that we have demonstrated time and time again. Our commitment to client service has resulted in long-standing relationships with numerous cities, counties, utilities, and public works departments. You can count on our team to react quickly to your needs.

This general services contract requires a team with broad ranging experience and capabilities, a large pool of resources, local leadership, and thorough knowledge of delivering professional services. The Kimley-Horn team brings the depth of local experience and capabilities to complete any assignment for this contract, as proven through our long-standing history of delivering successful projects in South Florida. As a national firm, we bring a depth of resources capable of delivering a quality product immediately managed and delivered locally to your staff that know your community. Each of our key staff live and work locally, providing the ability to serve your staff at a moment's notice. Our project team's history and diverse expertise, as well as City staff, ensure that your projects will be completed efficiently.

We believe that our team of professional engineers offers top-tier qualifications, as well as familiar faces for your selection. Whether the assignments are for conceptual designs, planning studies, assessments, or construction document tasks, Kimley-Horn provides unmatched experience for your selection within this contract.





**TAB 3**Schedule





### LANDSCAPE ARCHITECTURAL SERVICES

**VICES** (7-25-20)

#### 3. SCHEDULE

We can begin work immediately and we will work with the City to develop a schedule based on the requirements of the individual task. Additionally, we will be able to begin work upon signed authorization. Below is a sample schedule for a typical work order that might arise from a continuing contract such as this. We will work with the City to provide the best possible schedule for each work order as they arise.

SAMPLE SCHEDULE										
TASKS	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
1. PRELIMINARY DESIGN PHASE		1								
A. Design Phase										
B. Analysis										
C. Preliminary Design Alt.										
D. Public Involvement										
2. FINAL DESIGN PHASE		_								
A. Final Design										
B. Permitting										
C. Public Involvement					l I					
3. CONSTRUCTION PHASE										
A. Bidding Services										
B. Construction Services										
C. Construction Certification									Z	7



**TAB 4**References





#### **LANDSCAPE ARCHITECTURAL SERVICES**

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#### 4. REFERENCES

#### **Kimley-Horn Tri-County References**

#### Delray Beach CRA Federal Highway (US 1) Interim and Final Enhancements

After the completion of I-95 and Florida's Turnpike in the late 1980s, there was a greatly diminished need for six north-south travel lanes on US 1 through Delray Beach. This wide corridor through the Downtown area encouraged high speeds and last-minute lane changes near Atlantic Avenue, resulting in a high rate of crashes. There was a desire to put US 1 on a "road diet" by reducing the through lanes from three to two in each direction. This would also allow the transformation of the corridor into a pedestrian-and bicycle-friendly urban street with on-street parking, wider sidewalks, and streetscape improvements. In 2002, the City included the project in the Downtown Master Plan. Kimley-Horn embarked on a traffic study and coordinated with FDOT to get approval for the proposed road diet. However, US 1 between George Bush Boulevard and SE 10th Street had existed as six lanes for many years.

Some were concerned that reducing the number of lanes would result in increased traffic in the Downtown area. Computer modeling and extensive research by Kimley-Horn staff, however, suggested otherwise. Prior to implementing a permanent reduction of travel lanes on US 1, the City and CRA asked Kimley-Horn to develop an approach that would effectively narrow the travel ways to two lanes, allowing follow-up studies to verify the findings of the earlier studies. Key elements of this design were that it needed to mimic the operation of the ultimate design to require drivers to use only two lanes, narrow the cross walk width at intersections, avoid adverse impact to existing drainage, maintain pedestrian mobility, and have



the ability to obtain an FDOT permit for the work. Most challenging was the requirement that the measures taken to reduce the number of lanes needed to be easily reversed should the City and CRA determine they didn't want to proceed with implementing permanent improvements. Kimley-Horn developed a plan that used linking short segments of a high-strength plastic curb system that could be temporarily anchored to the pavement to create the narrowed roadways and received permit approval from FDOT.



Temporary improvements were installed to study the real-world effects of fewer and narrower lanes and new signal timing plans on peak- and off-season traffic, driver operating speeds, and accident rates. The changes were in place for a year to allow sufficient time to gather seasonal and off-peak data. The results were even better than expected. Traffic levels did not increase, and average driver operating speeds and accident rates were reduced. In 2010, the CRA asked Kimley-Horn to move forward with designs for permanent improvements. By reducing north- and southbound US 1 (NE 6th Ave. and NE 5th Ave.) to two lanes each way and providing parking on the east and west sides of both avenues, City residents and visitors will soon enjoy the benefits of on-street, buffered parking; slower speeds and a safer, more pedestrian-



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friendly environment; landscaping beautification and decorative, environmentally sensitive street lighting; bicycle lanes; and a new sense of continuity with the Downtown area.

In order to incorporate pedestrian friendly design features, Kimley-Horn was successful in applying for and receiving approval from FDOT for the Transportation Design for Livable Communities (TDLC) designation. This designation allowed the use of more flexible design criteria that considered the community environment, goals, and values. Kimley-Horn was also successful in obtaining approvals from FDOT for a number of design variations including reduction of the offset distance from curb to trees and light poles to provide for better sidewalk design. Kimley-Horn was successful in bringing together stakeholders including City, CRA, residents, retail business owners, FDOT and County from the planning phase to the final design of this important project. This was a local agency program (LAP) funded project.

Contract value: \$1,185,000.00

**Reference:** Randal Krejcarek, P.E., City Engineer, City of Delray Beach, krejcarek@ci.delray-beach.fl.us, 561.243.7322 or Diane Colonna, Executive Director, Delray Beach Community Redevelopment Agency, colonna@ci.delray-beach.fl.us, 561.276.8640.

#### Clematis Streetscape Improvements, West Palm Beach, FL

Kimley-Horn is providing landscape architecture and civil engineering services and leading the team designing improvements to Clematis Street, West Palm Beach's iconic 'main' street. In collaboration with Dover-Kohl, Kimley-Horn has designed for a transformative change that features a paver-covered, curbless street with narrowed travel lanes, widened premium paver sidewalks, permeable paver parking spaces, custom-designed seating areas, and a landscape featuring large Live Oaks to provide significant shade for pedestrians. The design also implements the City's first suspended pavement systems to provide a significant uncompacted root zone space for the Live Oaks to thrive. Kimley-Horn provided utility engineering services for the relocation of water mains and gravity sewer lines to accommodate the larger trees. The design also addresses drainage conditions that are unique to curbless streets. The first two phases of the project was designed under accelerated schedules that required to the project to be constructed before November 2018 and 2019, with a third, and final, phase scheduled to be open by November 2020.

**Contract Value: 292,169.72** 

**Reference:** Allison Justice, Interim Executive Director, West Palm Beach Community Redevelopment Agency, ajustice@wpb.org, 561.822.1553

#### City of Sunrise City Hall and Municipal Campus I

Kimley-Horn serves as lead engineering consultant for site civil design, landscape and irrigation design, hardscape design, traffic and parking studies; garage design, water park design, permitting, and construction phase services. This project consists of a new 100,000-squarefoot City Hall building, a 600-space parking garage, an interactive water park, covered pedestrian connections, and improvements and expansion of existing facilities including an amphitheater.

**Contract Value:** \$780,000.00

Reference: Alan Gavazzi, AIA, Capital Projects Director, City of Sunrise, agavazzi@sunrisefl.gov, 954.572.2487





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## Hollywood Beach CRA Street Planning and Transportation Vision and Broadwalk Design

As part of the implementation of the CRA vision plan prepared for the Hollywood Beach CRA in 2001, the consultant prepared Master Plan and Design Development Documents for the Hollywood Beach Broadwalk, from Sherman Street to Jefferson Street. The documents established the design intent for implementation by the Construction Manager at Risk. As a part of this effort, the consultant collaborated closely with CRA and City staff regarding design goals and objectives for the Broadwalk. These included enhancements designed to:

- Support local businesses, residents, and visitors
- Celebrate the history of Hollywood Beach and the Broadwalk
- Support the functional requirements of the Broadwalk including multi-modal active recreation, access to beach and local destinations, passive recreation, and support for local businesses
- Clearly identify beach portals and improve function/aesthetics of street ends
- Create a beautiful destination for all stakeholders

The Consultant worked closely with CRA and City staff regarding all aspects of design, including functional layout of the design features, and product and material selections for all Broadwalk components. Special consideration was also given to creation of design elements that "gestured" to the compelling history of the Broadwalk while meeting the functional, environmental, and sustainability requirements of this heavily used oceanfront amenity.





The Consultant also served on the selection committee that ultimately selected the Construction Manager at Risk for implementation.

As with most urban, public projects of this type, one of the keys to successful implementation was a collaborative partnership between the City, and its funding partners (Broward County, Children's Services Council of Broward County, and the South Broward Hospital District). In addition, the City of Hollywood worked closely with local businesses and residents along the Broadwalk, as well as other local stakeholders, to minimize disruptions and facilitate communication regarding progress and completion.

Contract Value: \$27,700,000.00

Reference: Susan Goldberg, Deputy Director, City of Hollywood Beach, sgoldberg@hollywoodfl.org, 954.924.2980

#### Gateway Enhancements and Welcome Signage, Boynton Beach, FL

Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to design and construct two "Welcome to Boynton Beach" signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Key services provided: Obtaining FDOT Community Aesthetic Feature approval, City of Boynton Beach right of way permitting, coordination with FEC railroad, and electrical coordination with FPL for new service.

Contract Value: 31,650.00

Reference: Michael Simon, Assistant Director, Boynton Beach Community Redevelopment Agency, SimonM@bbfl.us, 561.600.9091



**TAB 5**Project Team Form



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

#### **PROJECT TEAM**

	RLI NUMBER T			
DDIME		Federal I.D.# <u>56-0885615</u>		
<u>PRIME</u> Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees	
Principal-In-Charge	Marwan Mufleh, P.E.	33	BS, Civil Eng.	
Project Manager	Jonathan Haigh, PLA, ASLA	25	BS, Landsape Arch.	
Asst. Project Manager			_	
Other Key Member: (Landscape Arch. & Irrigation Design)	Jonathan Martin, P.E.	25	BS, Civil Eng	
(Landscape Arch. & Irrigation Design) Other Key Member: (Landscape Arch. & Irrigation Design)	Tricia Richter, PLA, ASLA	7	BS, Landscape Arch.	
Role Surveying Landscaping	Company Name and Address of Office Handling This Project Compass Point Surveyors  3195 N Powerline Rd STE 112, Pompano Beach, FL 33069	Name of Individual Assigned to the Project Lori Melrose		
Engineering				
Other Key Member	H2R Corp (Geotechnical)	Yves "Stan" [	Delmas, P.E.	
Other Key Member	1900 NW 40th Ct, Pompano Beach, FL 33064			
Other Key Member				
Other Key Member				

(use attachments if necessary)

#### Attachment to Project Team Form

#### **PROJECT TEAM (CONTINUED)**

#### <u>PRIME</u>

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Landscape Architecture and Irrigation Design	George Puig, PLA, ASLA	30	BS, Landscape Arch.
Landscape Architecture Analyst	Kristen Alexa	2	BS, Landscape Arch.
Planning and Grants Support	Mark Rickards, AICP	25	BS, History
Planning and Grants Support	Erin Emmons, GISP	14	BS, Urban and Regional Planning
Roadway and Civil Engineering Support	Stefano Viola, P.E.	13	BS, Civil Engineering
Environmental Support	Victoria Bacheler	7	MS, Marine and Enviro. Biology BS, Wildlife Ecology and Conservation
Environmental Support	Chris Cianfaglione, PLA, ASLA	10	BS, Landscape Arch.



**TAB 6**Organizational Chart



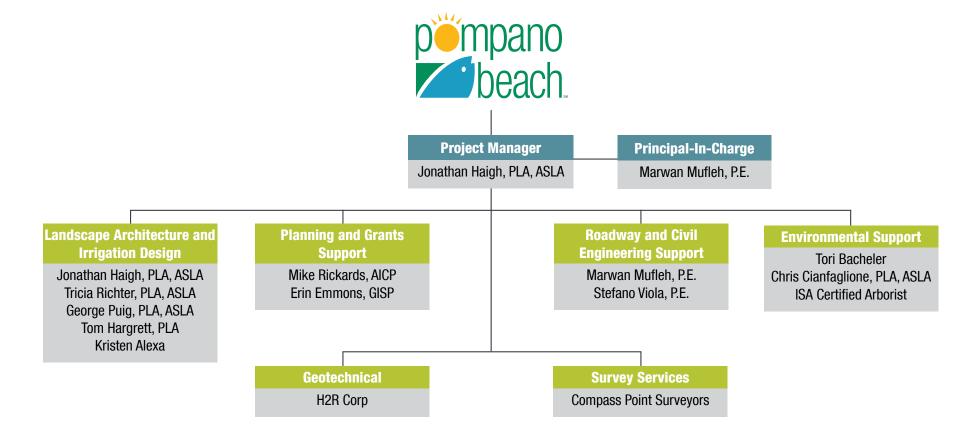


# Continuing Contract for

# **LANDSCAPE ARCHITECTURAL SERVICES**

(RLOI# T-25-20)







**TAB 7**Statement of Skills and Experience of Project Team





# pompano Continuing Contract for

### **LANDSCAPE ARCHITECTURAL SERVICES**

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### 7. STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

#### Firm Overview

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of engineering, planning, and environmental services to clients in both the public and private sectors. Kimley-Horn was founded in 1967 and has provided landscape architectural services for dozens of municipalities in Florida.

Our team's experience with civil engineering projects for municipalities and cities gives us a thorough understanding of the process. This understanding reduces delay and will help expedite all phases of whatever projects may be assigned.

At Kimley-Horn, we focus on delivering successful projects by developing accurate bid documents, securing regulatory agency permits, and managing project risk elements. Projects must be designed with the community in mind. Our ability to focus on providing and maintaining access to City residents during construction is an important consideration.

The following selection, beginning on page 7-3, outlines our team's skill and experience on similar engineering disciplines and projects that may be required by the City of Pompano Beach's Continuing Contract for Civil Engineering Services for Various City Projects.

### **Subconsultants**

Kimley-Horn's emphasis on dynamic teamwork and quality performance serves as the foundation from which we select our subconsultants for each distinct project effort. We work diligently to pursue firms who are revered and accomplished in their respective fields and demonstrate enthusiasm to be a part of our team. When looking for teaming partners, we focus on three key areas:

**Qualifications.** First and foremost, Kimley-Horn focuses on team members who are experts in their respective fields. A firm who is superiorly qualified and whom has performed the activities that will be requested on multiple occasions.

**Location.** A key ingredient in responsive service is proximity to our client and overall team. Kimley-Horn focuses on firms in the local area who can respond quickly.

**Pompano Experience.** Kimley-Horn also looks for firms whom we have worked with before but who have also worked for the City or immediate local area.

We have a responsibility to provide the best possible customer service to the City of Pompano Beach and expect the same level of commitment from each of our subconsultants. These team members operate as a seamless addition to our staff, providing superior technical skills with a balanced focus on client needs, goals, and concerns. We are proud to recognize the following outstanding subconsultant firms as partners on this endeavor:



#### Compass Point Surveyors

Compass Point Surveyors is a modern Survey firm that utilizes the latest technology to provide their clients the best service possible in the most efficient manner possible. The firm was established in 2006 and provides surveying services from the Florida Keys north to the City of Jupiter. Field crews regularly use GPS receivers, Robotic Total Stations and Data collectors

linked to our office staff with cell phone WiFi. Their office utilizes the latest CAD software and surveying modules to produce accurate and encompassing plans, digital files, and CAD drawings for our client's use. Our company is experienced in preparing boundary, ALTA, title, topographic, construction, route, design and quantity Surveys in addition to preparing legal descriptions and elevation certificates.

Compass Point is capable of putting 3 to 4 survey crews in the field while having 4 AutoCAD workstations available for office production. Compass Point's vehicles are all tracked real-time with GPS software allowing our project managers to shift them efficiently when projects demand immediate attention. Their office team has almost 80 years of field and office surveying experience and includes three survey





### Continuing Contract for

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technicians led by a professional survey and manager. This experience allows them to work on everything from small residential surveys to multi-million dollar neighborhood redevelopment projects with both confidence and professionalism.



#### H2R Corp

H2R proudly provides a wide range of geotechnical engineering and construction services to a diverse portfolio of public and private clients. Their passion drives their focus to provide a superior client experience through exceptional quality, speed of delivery, communication, responsiveness, resourcefulness, and integrity. H2R Corp develop and maintain strong, personal relationships, and they understand their clients' needs and serve as their advocates.

H2R partners with their clients to develop the right solutions to their challenges, utilizing our combination of technical expertise, innovative thinking, and state-of-the-art equipment and technologies. They invest to maintain and upgrade our equipment fleet and laboratories to more efficiently and effectively serve our clients. H2R believe the key to a successful project lies in a comprehensive, collaborative approach. They develop action plans based on our clients' needs and expectations through field reconnaissance, research and analytics.

### **CRA Experience**

Marwan has 33 years of highway design experience in South Florida. His principal areas of practice include project management, roadway design, drainage design, pavement marking, maintenance of traffic, and construction administration. Marwan has worked extensively on CRA projects throughout South Florida including improvements to 24th and 25th streets in West Palm Beach with the City and the CRA; streetscapes for the 6th Avenue North and 10th Avenue South with the Lake Worth CRA; US1 in Delray Beach with the City and CRA; and Seacrest Boulevard Improvements with the Boynton Beach CRA. Additionally he has directed numerous projects for Broward County, Palm Beach County, the Florida Department of Transportation (FDOT) District Four, and numerous South Florida municipalities. Currently, Marwan served as the Florida Redevelopment Association's regional representative for South Florida. He is a liaison between the association and CRA's in Broward, Miami-Dade, and Monroe counties and is at the forefront of changes and issues affecting Florida CRAs.

### **Innovative Concepts**

Landscape architecture is the comprehensive discipline of land analysis, planning, design, management, preservation, and rehabilitation. The profession of landscape architecture has been built on the principles of dedication to the public safety, health and welfare; and recognition and protection of the land and its resources. As the scope of landscape architecture expands to engage with other disciplines, and streams of information directing this field continue to grow and diversify, it becomes increasingly important for landscape architects to be able to implement a range of effective planning and design strategies when seeking, creating, and validating knowledge in order to generate innovative solutions.

Out of the Box Solutions. Kimley-Horn's landscape architects are well versed in providing innovative project solutions that are sustainable, functional, and aesthetically pleasing. For example, for the City of West Palm Beach we were able to save large historic trees that were in direct conflict with proposed bridge improvements by generating an innovative design and construction solution that allow their relocation via barge, thus providing a gateway feature and unique focal point for the City.

**Visualizations.** Another innovative solution we have developed for our municipal clients are the methods of presenting information to City Commissions or at public meetings which we have done for various clients such as the City of Sarasota for the Babcock Ranch Town Center streetscaping project. By preparing in-house created 3D graphics which are easier to understand than plan view graphics, the design intent of a project is more easily understood by the end users.





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### **Past Completed Projects**

### Atlantic Boulevard Bridge, City of Pompano Beach, FL

Kimley-Horn served the City of Pompano Beach with CSA Architects and Burkhardt Construction to incorporate safety and aesthetic improvements to this 400-foot bascule bridge over the Intracoastal Waterway. Kimley-Horn designed a replacement traffic railing to improve safety and aesthetics, as well as an underbridge walkway to improve pedestrian access to the water. The project involved the design and construction of enhancements to the bridge façade, tender house, traffic railings, lighting, large tensioned sails at each end of the bridge (four total) and computerized uplighting, artwork on bridge façades, land-based lighting, and a pedestrian esplanade under the bridge connecting restaurants and buildings from the south to the north. The designbuild team was responsible for complete design, permitting, and coordination with FDOT. Kimley-Horn obtained all permits for the project through coordination with FDOT, USACE, USCG, FDEP, the City, and SFWMD. The project created a signature gateway within the City's Beach district.



#### NW 64th Avenue Streetscape, Sunrise, FL

The City of Sunrise applied for a \$927,000 Transportation Alternatives Grant administered by the Florida Department of Transportation to construct bicycle lanes and street improvements on NW 64th Avenue from Sunset Strip to Oakland Park Boulevard. The City retained Kimley-Horn for design services for landscape, lighting, drainage, pedestrian and bicycle enhancements. This includes developing schematic design, design development, permitting, and construction documents. Additionally, Kimley-Horn environmental scientists will review natural, social, and physical resource data in the area and complete a Type 1 and Programmatic Categorical Exclusion (CE) checklist.

- Components of the project will include:
- Milling and resurfacing of the roadway
- Re-striping of the roadway to add buffered bicycle lanes
- Redesign landscape with the medians to meet current limits of clear sight standards and design roadside landscape enhancements within the project right-of-way
- Irrigation design
- Design of pedestrian scale LED lighting
- Design of replacement of existing curb ramps, curbing or sidewalk that is broken or needing repair.
- Design for decorative crosswalk treatments
- Design to propose places for public art or gateway feature locations
- Design for adequate drainage in the roadway

The project will be funded under FDOT's LAP program, so Kimley-Horn will provide LAP coordination assistance.

The City anticipates a \$2.5 million construction budget.



# pumpano Continuing Contract for

### **LANDSCAPE ARCHITECTURAL SERVICES**

(RLOI# T-25-20



#### Clematis Streetscape Improvements, Phases I and II, West Palm Beach, FL

Kimley-Horn is providing landscape architecture and civil engineering services and leading the team designing improvements to Clematis Street, West Palm Beach's iconic 'main' street. In collaboration with Dover-Kohl, Kimley-Horn has designed for a transformative change that features a paver-covered, curbless street with narrowed travel lanes, widened premium paver sidewalks, permeable paver parking spaces, custom-designed seating areas, and a landscape featuring large Live Oaks to provide significant shade for pedestrians. The design also implements the City's first suspended pavement systems to provide a significant uncompacted root zone space for the Live Oaks to thrive. Kimley-Horn provided utility engineering services for the relocation of water mains and gravity sewer lines to accommodate the larger trees. The design also addresses drainage conditions that are unique to curbless streets. The first



two phases of the project were designed under accelerated schedules that required to the project to be constructed before November 2018 and 2019, with a third, and final, phase scheduled to be open by November 2020.

#### OB Johnson Park, Hallandale Beach, FL



This 6.4-acre park in Hallandale Beach Park was part of the City-wide park master plan that set forth a program to enhance 13 of the City's parks and recreation areas in support of community-wide goals and neighborhood needs. As part of the development, the park included a 42,000 square foot multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure, and landscaping.

#### This is a LEED Gold certified project.

Kimley-Horn provided master planning, landscape architecture, engineering design and permitting services, as well as construction observation and administration.

#### US 1 Lane Reductions, Delray Beach, FL

Provided services for reconfiguration of the two one-way segments of US 1 from three lanes to two. Kimley-Horn evaluated potential changes to the lane configuration along southbound and northbound segments of US 1. We developed alternatives, forecasted future traffic volumes for review with the City and the CRA, and led several public involvement workshops. Temporary improvements were installed to study the real-world effects of fewer and narrower lanes before the ultimate improvements were constructed.





**TAB 8**Resumes of Key Personnel





Bachelor of Landscape Architecture, Landscape Architecture, University of Arkansas

> FDOT Landscaping-Outdoor Advertising Training

Prof Landscape Architect, FL, 6666795, 05/25/2005

# SPECIAL QUALIFICATIONS

Has 25 years of experience as a practicing professional landscape architect

Skilled designer with park-related project experience throughout the Southeast United States: eight community parks of 60 acres and greater, more than 20 passive parks of varying size, and more than 50 miles of dedicated greenways

Contributed, managed, and/or produced seven recreation master plans in five different states

Directed the preparation of parkrelated construction drawings, detailing, and specifications

Experienced in applying a practical and budget-friendly, yet creative design approach to each project

Proficient in applying sustainable principles in project design and incorporating the design of Florida-friendly landscapes and water-efficient irrigation systems

### Jonathan Haigh, PLA, ASLA

Project Manager

#### Relevant Experience

#### Boynton Beach Boulevard Design from East of I-95 to US 1, Boynton Beach, FL

Landscape architect providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Boynton Beach Fire Station #1, Boynton Beach, FL — Landscape architect. Kimley-Horn was retained by a local construction company to provide professional services for the proposed Fire Station generally located at the SE corner of Boynton Beach Boulevard and NE 1st Avenue, south of the existing funeral home in Boynton Beach. Services include Conceptual Documents for 15%, 30%, and 75% design plans, including utilities, permitting requirements, stormwater calculations, MEP requirements, master site plan, elevations and floor plans, and preliminary cost estimate. Landscape architectural services include defining the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

#### Boynton Beach Police Headquarters - Phase 1 Design, Boynton Beach, FL

Landscape architect. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

#### Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL

Project manager. Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to design and construct two "Welcome to Boynton Beach" signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

#### Delray Beach CRA Continuing Landscape Architecture Services, Delray Beach, FL

Project manager and landscape architect. Kimley-Horn has been repeatedly selected to provide on-call landscape architecture services to the Delray Beach CRA. In our many years of work for the CRA, Kimley-Horn's multi-disciplined staff of planners, landscape architects, engineers, and environmental scientists collaborated on several projects to complete multi-phased projects for the CRA. These projects included various studies and development of concept plans that involved public involvement programs to build consensus within the community, along with successful collaboration between CRA and City staff. Kimley-Horn has successfully taken a variety of landscape architecture and streetscape design projects to the final design phase to help the City realize its vision.

**Landscape Buffering for N. Federal Highway, Boynton Beach, FL** — Project manager. Kimley-Horn was retained by the Boynton Beach CRA for landscape and irrigation improvements to enhance the railroad buffer along the west side of N. Federal Highway from 15th Street to NE 26th Avenue, a one-mile corridor approaching Downtown Boynton



### Jonathan Haigh, PLA, ASLA

Page 2

Beach. Our team replaced unsuccessful plant material, proposed new plant material, and improved irrigation to support the design. A new bus shelter and sidewalk improvements were also proposed as part of the improvements.

**24th and 25th Street Improvements, West Palm Beach, FL** — Landscape architect for the Kimley-Horn team retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project is a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans; 24th and 25th streets were also designated as SR 5 and are owned and maintained by the Florida Department of Transportation (FDOT). Therefore, permitting and close coordination with FDOT were necessary. Due to local agency participation, funding was provided by state and federal governments.

City of West Palm Beach, 15th Street Streetscape, West Palm Beach, FL — Project manager and landscape architect. Kimley-Horn developed plans for streetscape improvements for 15th Street in West Palm Beach. This streetscape features a full complement of Complete Streets elements, such as dedicated bike lanes, on street parking, improved accessibility, street furnishings, and new landscaping. The bike lanes will be emphasized with a green performance asphalt coating. The street also features new bulb-out islands to help better define and organize parking as well as act as percolating bioswales that will take in stormwater from the existing gutter.

New City Hall and Municipal Campus Improvements, Sunrise, FL — Landscape architect. Kimley-Horn serves as lead engineering consultant for site civil design, landscape and irrigation design, hardscape design, traffic and parking studies; garage design, water park design, permitting, and construction phase services. This project consists of a new 100,000-squarefoot City Hall building, a 600-space parking garage, an interactive water park, covered pedestrian connections, and improvements and expansion of existing facilities including an amphitheater. This project is currently in design, with an anticipated completion of spring 2019.

Welleby Park Expansion, Sunrise, FL — Project manager for the redevelopment of Welleby Park. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

5th Avenue South Bikeway and Pedestrian Trail (aka The Royal Poinciana Trail at 5th Avenue South, Lake Worth, FL Landscape architect. Kimley-Horn provided services to improve pedestrian and bicycle access for a multiuse path on 5th Avenue South and striping bike lanes on B and E streets between Lake Avenue South and 6th Avenue South. Our scope included final engineering design for paving, grading, landscape, hardscape, irrigation, signage, and striping for the project. The project was LAP funded by FDOT and followed LAP guidelines.

Inlet Village Concept Master Plan – A1A Corridor, Jupiter, FL — Landscape architect for streetscape alternative plans for A1A in Jupiter. Tasks included site visits, public meetings, and deliverables (such as three conceptual alternatives, a project booklet, and a master plan).





Bachelor of Landscape Architecture, University of Florida

> Prof Landscape Architect, FL, LA6667244, 11/16/2015

# SPECIAL QUALIFICATIONS

More than seven years of experience in landscape and hardscape design, GIS analyses, construction document preparation, and in preparing presentation graphics

Her project experience includes landscape design, hardscape and amenity design, streetscape design improvements including landscape islands, new street trees and plantings, irrigation, and decorative crosswalks and intersection treatments, and Complete Street elements, such as dedicated bike lanes, on-street parking, improved accessibility, street furnishings, and new landscaping

### Tricia Richter, PLA, ASLA

Landscape Architecture and Irrigation Design

#### Relevant Experience

Fire Station #1, Boynton Beach, FL — Landscape architect. Kimley-Horn was retained by a local construction company to provide professional services for the proposed Fire Station generally located at the SE corner of Boynton Beach Boulevard and NE 1st Avenue, south of the existing funeral home in Boynton Beach. Services include Conceptual Documents for 15%, 30%, and 75% design plans, including utilities, permitting requirements, stormwater calculations, MEP requirements, master site plan, elevations and floor plans, and preliminary cost estimate. Landscape architectural services include defining the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

**Police Headquarters - Phase 1 Design, Boynton Beach, FL** — Landscape architect. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Gateway Enhancements and Welcome Signage, Boynton Beach, FL — Landscape architect. Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to design and construct two "Welcome to Boynton Beach" signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Canyon District Park, Boynton Beach, FL — Landscape architect. Kimley-Horn is providing civil engineering, traffic engineering, and environmental services for this new county park development for Palm Beach County. This development of this park will generally consist of the addition of new baseball and softball fields, flex-play multi-purpose fields, basketball courts, volleyball courts, picnic areas, and a playground. The loop road and stormwater design of the project will be critical to the development of this two-phase project to allow for immediate use of some of the amenities and the subsequent development of the second phase.

Boynton Beach Boulevard Design from East of I-95 to US 1, Boynton Beach, FL Landscape architect providing design services for this multi-stage project in the City of

Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

City of West Palm Beach, 15th Street Streetscape, West Palm Beach, FL

Landscape architect. This streetscape features a full complement of Complete Street elements, such as dedicated bike lanes, on street parking, improved accessibility, street furnishings, and new landscaping. The bike lanes are emphasized with a green performance



### Tricia Richter, PLA, ASLA

Page 2

asphalt coating. The street also features new bulb-out islands to help better define and organize parking as well as act as percolating bioswales that will take in stormwater from the existing gutter.

Clematis Streetscape Improvements, Phases I and II, West Palm Beach, FL — Landscape architect. Kimley-Horn is providing landscape architecture and civil engineering services as part of the team designing improvements to the 300 block of Clematis Street in downtown West Palm Beach. In partnership with the City, the team conducted public outreach to residents and visitors. After several public input meetings with Clematis Street merchants, other area merchants, stakeholders, residents and visitors, the City Commission voted to implement recommendations from the award-winning design team.

**Delray Medical Center (DMC) Bed Tower, Delray Beach, FL** — Landscape architect for a 120-bed tower addition to convert a portion of the facilities semi-private beds to private beds. Also included are new parking area, new Central Energy Plant, and a 400-space parking garage.

**Delray Medical Center Drainage, Delray Beach, FL** — Landscape architect. As the result of extensive site and building flooding that occurred in rainfall events during 2011, 2013, and 2014, Kimley-Horn was retained to study the cause of the flooding and make recommendations for remediation. We were subsequently retained to help implement the recommendations provided. Our design included the separation of roof drainage from courtyard drainage for 11 existing courtyards, providing an independent point of connection for each drainage system. Also included in our scope of work was the design of a new operable control structure and reconstruction of the main emergency department entrance road to raise the road above the 100-year storm event to meet AHCA requirements.

Delray Square Plaza Redevelopment, Delray Beach, FL — Landscape architect. Kimley-Horn is providing a full array of consulting services for the existing Delray Square Plaza located at the corner of Atlantic Avenue and Military Trail in Delray Beach. The redevelopment of the 35-acre site consists of the relocation of the Publix grocery store, construction of new retail spaces and two new outparcels, and the reconfiguration of the existing parking areas. Kimley-Horn was responsible for developing the site layout, stormwater and drainage design (StormTech underground chambers), and utility and grading design. Juliana also aided the project manager with obtaining approvals from the South Florida Water Management District (SFWMD), City of Delray Beach, Lake Worth Drainage District (LWDD), Palm Beach County Health Department, and the Florida Department of Transportation (FDOT) for turn lane design and permitting. The project team was also responsible for site planning and site plan processing with the City of Delray Beach, and landscape architecture services, and is currently providing construction phase services.

Welleby Park Expansion, Sunrise, FL — Landscape architect. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

Dixie Highway/21st Avenue Corridor Redesign Concept and Mobility Study, Hollywood, FL — Landscape architect for the Kimley-Horn team that prepared a Redesign Concept Study for the Dixie Highway and 21st Avenue corridor throughout Hollywood between Pembroke Road and Sheridan Street. A vision for a "transit-ready corridor" along the FEC Railroad was created by designing Complete Streets solutions in anticipation of re-establishing passenger rail service through seamless integration of an anticipated Tri-Rail Coastal Link station. The Complete Streets approach recommended in this study includes a "road diet" lane reduction to repurpose excess automobile capacity for bicyclist, pedestrian, and transit improvements. In addition, the Complete Streets approach will establish a transit-ready corridor for seamless integration of an anticipated Tri-Rail Coastal Link station along the Florida East Coast (FEC) Railroad.





Bachelor of Landscape Architecture, Landscape Architecture, University of Florida

Prof Landscape Architect, FL, 0001706, 11/30/2000

# SPECIAL QUALIFICATIONS

Has 30 years of landscape architecture experience

Chair of the Miami-Dade County Waterfront Development Review Committee

Citizens for a Better South Florida Executive Board Member

Neat Streets Miami - Board Member Team oriented with a unique blend of design knowledge and management experience

Critical involvement in recreational and streetscape type projects from concept through construction administration

### George Puig, PLA, ASLA

Landscape Architecture and Irrigation Design

#### Relevant Experience

**Miami Worldcenter, Miami, FL** — Landscape architecture project manager. Kimley-Horn partnered with a private developer, the City of Miami, the Miami Community Redevelopment Agency (CRA), and other stakeholders in preparing typical sections for streetscapes for the City's largest proposed downtown project. Kimley-Horn also partnered with numerous utility companies to determine existing underground conditions. Once this information was obtained, we worked with multiple stakeholders to develop and evaluate various streetscape options for roads and avenues within the multi-block project limits.

North Bay Village Baywalk Plaza Area Design, North Bay Village, FL — Project manager and landscape architect. As prime consultant, Kimley-Horn provided North Bay Village with landscape architecture and civil engineering services for the site improvements to separate plaza areas and connector boardwalk under the east bridge along JFK Causeway. Services included the design of landscape architectural components including hardscape, landscape, site furniture, site lighting and irrigation from concept through construction. Part of the design elements of the project includes an iconic "sail structure" to serve as a focal point. The contract was funded through The Florida Inland Navigation District (FIND).

Black Creek Trail Segment A Construction Documents, Miami-Dade County, FL Landscape architect. Kimley-Horn prepared construction documents for Black Creek Trail, Segment A, which is a 9.1-mile, multi-use greenway trail in southern Miami-Dade County.

**Broadway and 1st Avenue Park, Miami, FL**— Project manager. Kimley-Horn provided landscape architectural and engineering services for this new 59,327-square-foot passive park that is partially underneath a portion of the existing elevated Metrorail line. The program elements for the park include a playground, separate pedestrian and bike paths, a dog park, sit furniture, site lighting, landscaping and irrigation, fencing and gates, berms, vehicular access to the existing MDT storage area, and pedestrian access to the adjacent park. The project was broken down into the following tasks: conceptual design, schematic design, geotechnical investigations, contract documents, meetings and coordination with County/Underline, permitting, bidding assistance, and limited construction phase assistance.

**Mowry Drive Roadway Improvements, Homestead, FL** — Landscape architect for the Kimley-Horn team. This project consists of widening and resurfacing the existing two lane road from SW 152nd Avenue to SW 157th Avenue in Homestead. The project includes landscape and hardscape plans, renderings, decorative streetlights, drainage, signing and marking, and traffic control plans.

**Collins Parking Garage, Miami Beach, FL** — Project manager for the Kimley-Horn landscape architecture team that is working with the City of Miami Beach, the design architect, the architect of record, and other project team members, to provide landscape architecture and traffic engineering services for the design of this parking garage. The Collins Parking Garage project provides more than 400 parking spaces for the Collins mixed use project which includes 20,000 square feet of retail.

**Coral Way Medians, Miami, FL** — Project manager for the conceptual plans, exhibits, and construction drawings of the landscape improvements within 2.5 miles of existing Coral Way medians between SW 12th Avenue and SW 37th Avenue. Key to the design is the preservation of the existing historic Banyan Trees and the integration of proposed shrubs and groundcovers that create an iconic look for this important roadway within Miami-Dade County.



### George Puig, PLA, ASLA

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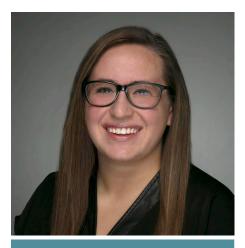
**Design Place Special Area Plan, Miami, FL** — Project manager. Kimley-Horn is providing civil engineering, traffic engineering, and landscape architecture components of the Special Area Plan (SAP) and supporting documentation consistent with the City of Miami 21 Zoning Code. Design Place is a 20-acre mixed-use redevelopment project composed of high-end residential, hotel, and office uses.

**NE 3rd Avenue Streetscape, Delray Beach, FL** — Landscape architect. The project included redevelopment of NE 3rd Avenue and the adjacent Artists Alley. In the study phase of the project, Kimley-Horn was tasked with developing the concept for the reconstruction and redevelopment of the street and the alley, which involved a number of stakeholder meetings and coordination with the arts community to develop a unified vision. Kimley-Horn assessed existing conditions and developed alternative concepts that were presented to the public. Kimley-Horn's planners, landscape architects, and engineers collaborated closely with City and CRA staff to develop presentations for the public meeting and address public comments.

Station Mixed-Use Development, Coral Gables, FL — Landscape architect. The Gables Station is a mixed-use, transit-oriented development that includes an onsite parking garage, two residential buildings, 105,000 square feet of retail space, and a 66-room hotel. Kimley-Horn provided landscape architectural design services for the 4.45-acre project site. Our scope of services included landscape, hardscape, furniture, and irrigation design for the amenity decks, as well as the Underline, North Linear Park, and McFarlane Linear Park areas.

**Gateway Drive Extension Final Design, Altamonte Springs, FL** — Landscape architect involved with the landscape and streetscape elements of this project, which involved the new construction of approximately one mile of four-lane, divided urban roadway from east of Forest City Road to Keller Road. It also included construction of a new two-lane, urban roadway and widening for auxiliary lanes along Maitland Boulevard and Keller Road. The disciplines involved in this project included roadway, drainage, floodplain, utilities, traffic control, signing/pavement marking, signalization, structural, landscaping, permitting, and right-of-way-mapping.

General Landscape Architectural Services Contract, Village of Palmetto Bay, FL, Palmetto Bay, FL — Project manager for the Kimley-Horn team that is providing the Village of Palmetto Bay with landscape architecture services, including the design of landscape architectural components including hardscape, landscape, site furniture, site lighting and irrigation for different project types including parks, streetscapes, and other related urban public realm areas from concept through construction.



PROFESSIONAL CREDENTIALS

Bachelor, Landscape Architecture, Ball State University, 2017

# SPECIAL QUALIFICATIONS

More than 2 years of landscape architecture experience working with both public and private sector clients

Skillset includes developing design concepts, technical drawings, and graphics for complex landscape architectural projects.

Project background consists of landscape design, streetscape design improvements, irrigation, and decorative crosswalks and intersections.

Proficient in AutoCAD, Adobe Creative Suite, SketchUp, and MicrosStation.

### Kristen Alexa

Landscape Architecture Analyst

#### Relevant Experience

**Boulevard Design from East of I-95 to US 1, Boynton Beach, FL** — Landscape analyst providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/ hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Fire Station #1, Boynton Beach, FL — Landscape analyst. Kimley-Horn was retained by a local construction company to provide professional services for the proposed Fire Station generally located at the SE corner of Boynton Beach Boulevard and NE 1st Avenue, south of the existing funeral home in Boynton Beach. Services include Conceptual Documents for 15%, 30%, and 75% design plans, including utilities, permitting requirements, stormwater calculations, MEP requirements, master site plan, elevations and floor plans, and preliminary cost estimate. Landscape architectural services include defining the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

**Police Headquarters - Phase 1 Design, Boynton Beach, FL** — Landscape analyst. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Atlantic Boulevard Bascule Bridge Improvements including Decorative Sails and Lighting, Pompano Beach, FL — Landscape architect. Kimley-Horn served the City of Pompano Beach with CSA Architects and Burkhardt Construction to incorporate safety and aesthetic improvements to this 400-foot bascule bridge over the Intracoastal Waterway. Kimley-Horn designed a replacement traffic railing to improve safety and aesthetics, as well as an under-bridge walkway to improve pedestrian access to the water. The project involved the design and construction of enhancements to the bridge façade, tender house, traffic railings, lighting, large tensioned sails at each end of the bridge (four total) and computerized uplighting, artwork on bridge façades, land-based lighting, and a pedestrian esplanade under the bridge connecting restaurants and buildings from the south to the north. The design-build team was responsible for complete design, permitting, and coordination with FDOT. Kimley-Horn obtained all permits for the project through coordination with FDOT, USACE, USCG, FDEP, the City, and SFWMD. The project created a signature gateway within the City's Beach district.

**Downtown Wayfinding, Boca Raton, FL** — Landscape analyst for the Kimley-Horn team serving the City of Boca Raton in coordination with the Boca Raton Community Redevelopment Agency to plan and install decorative Wayfinding Signage (in various scales) in the Downtown to direct residents and visitors to various points of interest within Downtown Boca Raton.

**Tri-Rail Station PD&E Study, Boca Raton, FL** — Landscape analyst. Since an initial phase deemed a second Tri-Rail station feasible, Kimley-Horn is providing professional consulting services for the second phase of this effort: a Project Development and Environment (PD&E) Study. The proposed station will increase mobility for residents and

#### Kristen Alexa

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commuters and will also provide access to a variety of local community features, such as Town Center at Boca Raton mall, downtown Boca Raton, several recreational facilities, and colleges/schools nearby. Kimley-Horn is evaluating location alternative that meet the project objectives in an environmentally responsible, socially acceptable, and cost feasible manner, consistent with public and agency input. The scope includes public involvement, engineering analyses and considerations, environmental analysis and reports, environmental documents, and 30 percent documents.

Median Concepts, Coconut Creek, FL — Landscape analyst. Kimley-Horn was retained by the City of Coconut Creek to develop conceptual designs for landscape and hardscape treatments of three medians and intersection crosswalks adjacent to Midtown Residences.

**Deerfield Station, Deerfield Beach, FL** — Landscape analyst. Kimley-Horn is providing professional engineering services for this mixed-use project that is proposed to include 226 residential units and 12,000 square feet of office and retail space. Kimley-Horn's responsibilities include site plan and plat amendment assistance, site plan traffic impact study, on-site civil preliminary engineering drawings, and landscape architectural services.

Design-Build Criteria Packages for Broward MPO Regional Complete Streets Initiatives, FDOT District Four — Landscape analyst for the development of five design-build criteria packages for the following locations in Broward County: Hammondville Road from Powerline Road to W. of I-95; NW 31st Avenue from Commercial Blvd to McNab Road; Powerline Road from Oakland Park Blvd to Commercial Blvd.; Lauderdale Lakes Greenway from NW 31st Ave to NW 29th Ave.; and Riverland Road from SR-7/US-441 to SR-842/ Broward Blvd. The MPO requested the construction of new bicycle and pedestrian facilities in the existing right-of-way to improve safety and access for Broward's residents and provide more transportation alternatives. Design services also include milling and resurfacing, utility coordination, signing and pavement marking, signal improvements, landscaping, and public involvement.

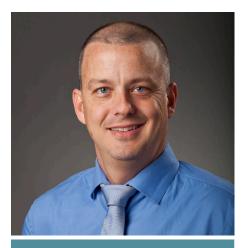
Jupiter Community Park Master Plan, Jupiter, FL — Landscape analyst. Kimley-Horn was retained by the Town of Jupiter to conduct a master plan of Jupiter Community Park in association with their Community Investment Program. Our services include data collection, meetings with Town staff and other stakeholders, and developing a master plan document.

Lake Cove, Lake Worth, FL — Landscape analyst for the Kimley-Horn team providing planning, environmental services, landscape architecture, civil design, permitting, and construction phase services for this 12.85-acre residential project. Lake Cove is the first single-family residential development constructed in Lake Worth, east of Interstate 95, in over a decade. Our tasks include permitting assistance for the submission of applications to the South Florida Water Management District (SFWMD) for an Environmental Resource Permit (wetland impacts and drainage) and a Water Use Permit for an irrigation well; U.S. Army Corps of Engineers (USACE) for wetland impacts; FDOT for drainage and connection to an FDOT canal; and a FEMA Letter of Map Revision. This project also required permitting through the City of Lake Worth for offsite roadway and utility improvements, offsite water and sanitary sewer improvements for 19th Avenue North, and traffic calming within two streets in the adjacent Vernon Heights residential subdivision. On-site permits were obtained for site plan approval and entitlements; landscaping; and the construction of public streets, two entrance roads, a lake, drainage, and utilities. The Kimley-Horn team also prepared sanitary sewer design plans, tree disposition and planting plans, a site lighting plan, and erosion control plans. This community is currently under construction, and when complete, will include 59 single-family homes.

**NE 125th FDOT Planting Grant Project, North Miami, FL** — Landscape analyst. Kimley-Horn was retained by the City of North Miami to develop a tree planting design for the 125th Street/123rd Street corridor between Griffin Boulevard and the east bank of the Broad Causeway Bridge —approximately 2.6 miles. There will be approximately 120 trees and palms, 200 shrubs/groundcovers, and sod to be accommodated in the design. Plans will be developed to meet FDOT requirements for limits of clear sight, horizontal offsets, and other pertinent design standards and specifications, as well as landscape watering and maintenance chart and opinion of probable construction cost.

Plantation General Hospital Replacement (aka Davie Medical Center), Davie, FL — Landscape analyst. Kimley-Horn is providing civil engineering, traffic engineering, and landscape architecture services for this project. The new hospital located on the Nova Southeastern University campus will consist of a 200-bed hospital, a 1300-1500 space parking garage, and a medical office building. Specific services include off-site improvement coordination, a parking study, north/south internal drive analysis, Central Broward Drainage District (CBDD) variances, and site plan entitlements assistance.





Bachelor of Science, History, Palm Beach Atlantic University

> Amer Instit Cert Planners, LA, 05/19/2012

# SPECIAL QUALIFICATIONS

More than 25 years of experience in planning and managing development approvals

Has successfully managed and led zoning code revision efforts, comprehensive plan amendments, rezonings, special exception approvals, and large-scale shared parking studies

Project management experience includes Florida as well as several U.S. metropolitan areas in other states

Current board member and chairman of the Lake Worth Beach (Florida) Community Redevelopment Agency (CRA)

### Mark Rickards, AICP

Planning and Grants Support

#### Relevant Experience

Fire Station #1, Boynton Beach, FL — Project manager. Kimley-Horn was retained by a local construction company to provide professional services for the proposed Fire Station generally located at the SE corner of Boynton Beach Boulevard and NE 1st Avenue, south of the existing funeral home in Boynton Beach. Services include Conceptual Documents for 15%, 30%, and 75% design plans, including utilities, permitting requirements, stormwater calculations, MEP requirements, master site plan, elevations and floor plans, and preliminary cost estimate. Landscape architectural services include defining the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

Police Headquarters - Phase 1 Design, Boynton Beach, FL — Project manager. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Town Square Redevelopment and Infrastructure Improvements, Boynton Beach, FL Project manager. A small public school was built in the growing town of Boynton Beach in 1897 — and quickly outgrew it. In 1900, the town built a new school and following its incorporation in 1920, a bond was passed to build a new high school, which was designed by renowned architect William Manly King. The building retains important architectural design elements including the original gymnasium wooden floors. After the old high school spent the past three decades vacant, the City and CRA undertook a renovation project for this historic structure as part of a larger 'Town Square' public and private partnership effort. The building's renovation is nearing completion. As lead engineering designer, Kimley-Horn is responsible for civil engineering design as it relates to stormwater infrastructure and utility improvements, along with miscellaneous consulting services on an as needed basis.

Boynton Trail Center, Boynton Beach, FL — Project planner providing site planning and developmental services for this site located on the northeast corner of Boynton Beach Boulevard and Military Trail. Approximately 15,500 square feet of mixed retail was demolished to construct the most recent phase of work for this project. Per professional recommendation, the project is proceeding in three phases: Phase 1 — a zoning administrative amendment to vest and permit the building shown at the far corner of the intersection (previously occupied by wet retention area) and depict on the site plan the limits of a central stormwater lake that is currently shown on the plans, modified to reflect what can be permitted for the center; Phase 2 — a zoning administrative amendment for the Goodwill scope of site plan changes; and Phase 3 — addressing the remainder of the master plan with new retail buildings. Kimley-Horn is completing the stormwater management calculations in conjunction with SFWMD and PBCLD criteria.

Marcus Neuroscience Institute at Boca Raton Regional Hospital (BRRH), Boca Raton, FL — Project planner for the Kimley-Horn team that is providing civil engineering services as a subconsultant to another firm. Tasks include site plan preparation and submittal of same to the City of Boca Raton for approval. This facility will serve as a new, state-of-the-art nexus of care for neurologic and neurosurgical patients and transform the landscape of clinical capabilities available in the region. The 57,000-square-foot facility will house a 20-bed neuro-intensive care and step-down unit.



### Mark Rickards, AICP

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Regional Hospital (BRRH) Master Planning Assistance, Boca Raton, FL — Project planner. Kimley-Horn helped BRRH and its land use attorney prepare and process the hospital's overall master plan. Services also included a comprehensive traffic and parking study.

Cleveland Clinic Medical Office Building, Coral Springs, FL — Project manager. Kimley-Horn is providing civil engineering, traffic engineering, and landscape architectural services for this proposed 72,000-square-foot medical office building located in Coral Springs, Florida. The scope includes due diligence, site plan preparation and entitlement assistance, civil engineering plans, regulatory agency approvals, construction phase services, and franchise utility coordination.

Continuing Engineering Services for City of Coconut Creek, FL — Project planner. Kimley-Horn has been serving the City of Coconut Creek on various projects for more than 10 years. In 2008, we were selected for an on-call continuing engineering services contract.

Windmill Park Fire Station. Kimley-Horn prepared a site feasibility study for the construction of a new 6,790-square-foot± fire station to be located at the intersection of Lyons Road and NW 6th Manor in Coconut Creek. The project involved researching development issues that may impact the physical layout of the proposed Fire Station site, including existing site conditions, storm drainage and detention requirements, floodplain issues, wetlands, franchise utilities, on-site water and sanitary sewer requirements, erosion control, traffic and transportation issues, submittal and development requirements, paving street requirements, permitting agencies, entitlement process, tree preservation, open space, and landscaping requirements.

**Delray Square Plaza Redevelopment, Delray Beach, FL** — Project planner. Kimley-Horn is providing a full array of consulting services for the existing Delray Square Plaza located at the corner of Atlantic Avenue and Military Trail in Delray Beach. The redevelopment of the 35-acre site consists of the relocation of the Publix grocery store, construction of new retail spaces and two new outparcels, and the reconfiguration of the existing parking areas. Kimley-Horn was responsible for developing the site layout, stormwater and drainage design (StormTech underground chambers), and utility and grading design. Juliana also aided the project manager with obtaining approvals from the South Florida Water Management District (SFWMD), City of Delray Beach, Lake Worth Drainage District (LWDD), Palm Beach County Health Department, and the Florida Department of Transportation (FDOT) for turn lane design and permitting. The project team was also responsible for site planning and site plan processing with the City of Delray Beach, and landscape architecture services, and is currently providing construction phase services.

FAU Florida Atlantic Boulevard Northern Four Lane Design and Permitting, Boca Raton Campus, Boca Raton, FL — Project planner on the Kimley-Horn team that provided design and regulatory agency permitting for the construction of one mile of 4-lane roadway (from Lee Street to Spanish River Boulevard) on FAU's Boca Raton Campus. The plans included paving, grading and drainage, reclaimed water main, signing and striping, signalization, and landscape/irrigation. Kimley-Horn was also responsible for the traffic control and operations design for the project. Construction was completed December 2011.

Jackson North Medical Center Planning and Parking Study, Miami, FL — Project planner. As a subconsultant, Kimley-Horn is providing engineering services for the planning and parking study at Jackson North Medical Center. For the planning study, Kimley-Horn has obtained and is reviewing as-builts and design plans. This project requires meeting with the City of North Miami Beach, Miami Dade Water and Sewer Authority, and Miami Dade County DERM to discuss various improvements to the site. Kimley-Horn is also coordinating a drainage well assessment and an assessment of existing pavement and drainage systems. For the parking study, Kimley-Horn is comparing the observed parking demand to the patient census and to the overall building area to develop parking ratios for the facility. Based upon the data observed and collected, Kimley-Horn is preparing an initial summary report defining the parking ratio that is determined to adequately accommodate actual demand for the facility comparing the results to the local code-required parking and industry recommended parking standards.





Bachelor of Science, Urban and Regional Planning, Florida Atlantic University

> Geo Info Systems Pro, 66559, 10/25/2012

# SPECIAL QUALIFICATIONS

Has 14 years of experience years of experience as a transportation and long-range community planner, with a specialty focus in GIS, field surveying and GPS data configuration, and database development for asset management

Project manager for the development and implementation of web and mobile, GIS based interactive applications

Experience with Park+ software, a Kimley-Horn-developed software designed to dynamically model parking supply/demand

Experience in socioeconomic assessments, market feasibility assessments, site selection and planning, including GIS administration, hazards planning, and support

Assistant project manager and lead for state, county and, citywide multimodal transportation plans involving: the collection and assessment of crash data; the collection of bicycle, pedestrian, and transit facility information for the calculation of level of service; and development of short- and long-term improvements with Park+ software, a Kimley-Horn developed software designed to accurately model parking supply/demand

### **Erin Emmons, GISP**

Planning and Grants Support

#### Relevant Experience

Boynton Beach Boulevard Design from East of I-95 to US 1, Boynton Beach, FL

GIS specialist providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

City of Inverness Bicycle Master Plan, Inverness, FL — Project analyst on the Kimley-Horn team that assisted the City of Inverness with transportation planning and engineering services to develop a bicycle master plan. The master plan contains a list of recommended goals, objectives, and standards for the bicycle and pedestrian plan; a prioritized list of projects based on bicycle and pedestrian needs; planning level cost estimates for projects; and strategies for plan implementation. In addition, Kimley-Horn helped the City to apply for designation as a Bicycle Friendly Community—only four such communities exist in Florida. This prestigious designation through the League of American Bicyclists will help the City score higher when seeking grant funding and will also help to enhance tourism and economic development.

Broward County Transit Signal Priority (TSP) Implementation, FDOT District Four

Project analyst on the Kimley-Horn team that provided TSP services for FDOT District Four. The project involved approximately 50 intersections along three major corridors in Broward County that were implemented for TSP in time for the mid-2009 start of operation of the 95 Express Managed Lanes project on I-95 in Broward and Miami-Dade counties. The 95 Express Managed Lanes project is a dynamically-tolled operation funded as part of a \$62 million urban partnership grant from the U.S. Department of Transportation. Express buses now shuttle passengers between Broward and downtown Miami within the 95 Express lanes.

2035 Treasure Coast Regional Long Range Transportation Plan (Martin/St. Lucie), FL

Project analyst for the Kimley-Horn team that served as the technical consultant to the Treasure Coast Regional Planning Council (TCRPC) for preparation of the 2035 Martin-St. Lucie LRTP. Team responsibilities included developing socioeconomic data, travel demand modeling, Needs Plan development, financial resources analysis, developing the Cost Feasible Plan (CFP), developing the 2035 Transit Network, and developing the 2035 Pedestrian, Bicycle, and Greenways Network.

Capital Region Transportation Planning Agency (CRTPA), Connections 2040 Regional Mobility Plan and StarMetro Transit Development Plan, Tallahassee, FL — Project analyst for the 2040 Regional Mobility Plan for the Tallahassee region. The plan will provide a comprehensive look at the multimodal transportation needs of the area and how they relate to the forecasted economic growth. Special focus will be placed on updating and adapting the MPO's existing land use growth plan to include a market assessment. This market assessment will be used to vet proposed growth plans against the potential for different market sectors to grow or change within the region. An alternate funding assessment will be developed for each of the counties in the region, further extending the focus of allocating funds to where they are most beneficial. This plan also will include a diagnostic assessment of the successes and failures of recent MPO planning efforts with the ultimate objective being to create a nimbler and more adaptable plan for the future.

### **Erin Emmons, GISP**

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Professional Consulting Services, Longwood, FL — Kimley-Horn was selected to perform professional engineering services (Transportation) to include design, planning, permitting and review in accordance with the City of Longwood's 5-Year Transportation Capital Improvement Plan. This project includes multimodal improvements, a bicycle and pedestrian master plan, public involvement (meetings, workshops, newsletters), sidewalk, re-construction of curb ramps and installing crosswalks to meet ADA standards, safe routes to schools, connections to the regional Sun Rail station, on-street parking plans, bicycle lanes and all related signing, signaling, path, milling and widening associated with each project.

Community Visioning and Transportation Planning, Wildwood, FL — Project analyst and assisted with the preparation of a long-range transportation plan. This project involved supporting the City of Wildwood as it conducted visioning and plan updates, as well as implementing some of the provisions included in Senate Bill 360 to prepare for growth within the community.

**Delray Beach 10-Year Water Treatment Master Plan, Delray Beach, FL** — Planner/GIS analyst. Kimley-Horn was engaged by the City of Delray Beach to develop a 10-year water treatment master plan. We developed a 20-year linear population projection model using assembled data to meet the needs of the plan update and identify projects for the City and its service area during this growth period. Kimley-Horn prepared the water treatment master plan to recommend facilities, treatment process, treatment capacities, facility locations, planning level budget estimates, and construction timing.

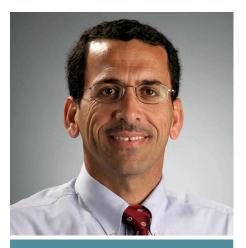
Districtwide Modal Development Consultant, FDOT District Four — Member of the Kimley-Horn team that has served as a Districtwide Modal Development Consultant to the Florida Department of Transportation (FDOT) District Four since 2006. Kimley-Horn's responsibilities include travel demand modeling (multimodal), transportation systems management, congestion management, intermodal facilities, park-and-ride lot planning, multimodal alternatives analysis, transit planning, and bicycle and pedestrian planning. Specifically involved with the following project:

**District Wide Systems Planning, FDOT District Three** — GIS analyst on the Kimley-Horn team that has provided planning services for District Three office since the mid-1990s. Since our most recent contract renewal in mid-2008, our team has been tasked with the SR 75 Action Plan Update in Bay County; the SR 85 Action Plan in Okaloosa County; SR 85 Access Management Study in Okaloosa County and the City of Crestview; and the SR 95 (US 29) Action Plan in Escambia County.

Growth Management Planning Assistance, FDOT District Three — Project analyst for the Kimley-Horn team that was selected by FDOT District Three in 2010 to provide professional planning and engineering services in support of the District's transportation planning programs. Activities under this contract may include system and/or corridor growth management planning; systems planning and engineering studies; developing/analyzing/monitoring potential revisions of the District's Florida Intrastate Highway System and the Strategic Intermodal System; modal development; metropolitan planning organization (MPO) assistance along with MPO and regional traffic model calibration/analysis/updates/enhancements; State-mandated transportation program implementation; corridor planning; and environmental management including updating, monitoring, and data entry into the Efficient Transportation Decision Making (ETDM) process.

Florida Army National Guard (FLARNG) Zone 1 Readiness Center and Armory Surveys, Southern Florida, Various Locations, FL Project analyst. The FLARNG has readiness centers, camps, armories ,and future undeveloped sites throughout the state of Florida that are each unique to unit(s) they host, the role they play in serving the state, and the personnel and equipment needs that they house. Through a continuing planning services contract, Kimley-Horn assessed sites based on their merits, current status, project needs and services necessary to successfully bring the sites into compliance for new development, redevelopment, or existing facility expansion. Some of the services provided included entitlement planning, site planning and design, charrette facilitation, Project Planning Document Charrette (PPDC) development, 1390/91 and MTOE programming, Anti-Terrorism and Force Protection Standards, traffic engineering, civil engineering, construction and parametric cost analysis, environmental assessments, and geographic information system (GIS) mapping and surveying. Projects completed under this contract include Collier Readiness Center Charrette, Alachua Readiness Center Charrette, and Camp Blanding JTC expert witness services.





Bachelor of Science, Civil Engineering, University of Texas, Arlington Professional Engineer, FL, 45329, 03/27/1992

# SPECIAL QUALIFICATIONS

Has 33 years of civil engineering experience

Principal areas of practice include project management from the design concept stage through the construction administration phase, roadway design, streetscape, Complete Streets, roadway lane re-purposing, traffic calming, neighborhood revitalization, drainage design, innovative pavement design, pavement marking, and maintenance of traffic

Served as project manager on numerous successful highway design and construction projects for Palm Beach, Broward County and various municipalities and CRAs

### Marwan Mufleh, P.E.

Principal-In-Charge, Roadway and Civil Engineering Support

#### Relevant Experience

Boynton Beach Boulevard Design from East of I-95 to US 1, Boynton Beach, FL

Project manager providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

**415** and **425** NE 4th Street Parking Feasibility Study, Boynton Beach, FL — Project engineer. Kimley-Horn was retained by the Boynton Beach Community Redevelopment Agency (CRA) in February 2015 to provide parking consulting services for a proposed parking garage to be located at 415 and 425 NE 4th Street in Boynton Beach. The proposed project site is bound by NE 4th Avenue to the north, NE 4th Street to the east (adjacent to Veterans Park), Boynton Beach Boulevard to the south, and FEC rail to the west. Kimley-Horn scope of work consisted of site research, functional alternatives, and order of magnitude cost estimates.

**Boynton Beach Sidewalk Inventory, Boynton Beach, FL** — Project engineer for a sidewalk inventory of the entire Boynton Beach CRA limits. Services included base mapping of street right of ways within the CRA extents, preparation of a conceptual sidewalk inventory map, and preparation of a final sidewalk inventory map. Kimley-Horn utilized Google Earth aerials in combination with Palm Beach County aerials to complete the study and verified the accuracy of the aerials by a field visit to a sample of streets.

24th and 25th Street Improvements, West Palm Beach, FL — Project manager for the Kimley-Horn team retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project is a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project is envisioned as an impetus to spur redevelopment of that District. As such, it required an intensive public involvement program that included residents, merchants, the CRA Advisory Board, and the CRA Board, which is the City Commission. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans; 24th and 25th Streets were also designated as SR 5 and are owned and maintained by the Florida Department of Transportation (FDOT). Therefore, permitting and close coordination with FDOT were necessary. Due to local agency participation, funding was provided by state and federal governments.

Franklin Academy, Boynton Beach, FL — Project engineer. Franklin Academy is a proposed 1,300-student charter school proposed to be located along Military Trail, west of Boynton Beach. Kimley-Horn provided transportation planning services prior to County Commission approval of the site. Kimley-Horn has also provided signal design services for a new mast-arm traffic signal at Minor Road and Military Trail, as well as turn-lane design for a new turn-lane on Military Trail, and roadway design plans for a rebuild of Old Military Trail adjacent to the site. Our team coordinated closely with Palm Beach County through the design process, and provided construction phase services throughout the construction of the project. Design and construction of the improvements were required within an aggressive 10-month schedule.

### Marwan Mufleh, P.E.

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Gateway Boulevard Widening, Boynton Beach, FL — Project manager for the design, permitting, and construction phase for the widening of an urban arterial from four to six lanes. This one-mile stretch is located immediately to the west of Gateway Boulevard's interchange with I-95. The project included detailed longitudinal profile design as the roadway section was converted from flush outside shoulders to curb and gutter. It included detailed analysis of the roadway's drainage system and that of adjacent developments receiving a portion of the roadway's surface water runoff. Our team coordinated closely with the local drainage district and South Florida Water Management District and successfully negotiated compensating storage to avoid acquisition of property for stormwater ponds. We also coordinated closely with utility agencies to resolve a number of utility conflicts in a fully developed corridor. Kimley-Horn provided alternative designs to avoid the need for construction easements if property owners were not willing to cooperate to meet project schedules. We also coordinated with the City to address impacts to existing landscaping and irrigation and with a local improvement district to street lighting conduits. Project construction was completed in early 2009.

Dixie Highway/21st Avenue Corridor Redesign Concept and Mobility Study, Hollywood, FL — Project engineer for the Kimley-Horn team that prepared a Redesign Concept Study for the Dixie Highway and 21st Avenue corridor throughout Hollywood between Pembroke Road and Sheridan Street. A vision for a "transit-ready corridor" along the FEC Railroad was created by designing Complete Streets solutions in anticipation of re-establishing passenger rail service through seamless integration of an anticipated Tri-Rail Coastal Link station. The Complete Streets approach recommended in this study includes a "road diet" lane reduction to repurpose excess automobile capacity for bicyclist, pedestrian, and transit improvements. In addition, the Complete Streets approach will establish a transit-ready corridor for seamless integration of an anticipated Tri-Rail Coastal Link station along the Florida East Coast (FEC) Railroad.

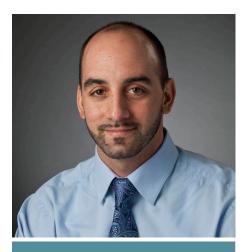
City of Riviera Beach Community Redevelopment Master Plan, Riviera Beach, FL — Project manager for the relocation of US 1 and other roadways within the Community Redevelopment Area (CRA). Responsible for supervising roadway, drainage, permitting, signing and pavement marking, signal design, and utility coordination. Coordinated with the CRA, the City, and utility engineers regarding the proposed infrastructure and impacts on the existing infrastructure. Also responsible for coordination of proposed work with the Florida Department of Transportation (FDOT).

Lake Worth Streetscape Design-Build (includes 10th Avenue North/6th Avenue South Enhancement Project), Lake Worth, FL Provided traffic engineering services for this streetscape project in Lake Worth. The project extended from I-95 to Dixie Highway along 6th Avenue and 10th Avenue. This was part of an effort by the Community Redevelopment Agency (CRA) to improve major roads in their community. Kimley-Horn teamed with Burkhardt Construction, Inc., on this design/build project.

Delray Beach CRA Federal Highway (US 1) Interim and Final Enhancements (Federal Highway (US 1) Utility Upgrades and Complete Streets Improvements), Delray Beach, FL — Project manager. This multi-phased project included a study and conceptual design, temporary implementation of the design for a trial period and final design of the permanent improvements. This project included two miles of the US 1 one-way pair in each direction in Delray Beach. The City and its Community Redevelopment Agency (CRA) adopted the Downtown Delray Beach Master Plan, which has as one of its key elements a reconfiguration of the two one-way segments of US 1 from three lanes to two lanes. Accordingly, Kimley-Horn was retained to evaluate potential changes to the lane configuration along southbound (NE/SE 5th Avenue) and northbound (NE/SE 6th Avenue) segments of US 1 from north of Linton Boulevard (SE 10th Street) to George Bush Boulevard. Kimley-Horn developed alternatives, forecasted future traffic volumes for review with the City and the CRA, and led several public involvement workshops at which detailed traffic engineering and design data were presented. The design provided two lanes each way with on-street parking for both avenues, City residents and visitors will soon enjoy the benefits of on-street, buffered parking; slower speeds and a safer, more pedestrian-friendly environment; landscaping beautification and decorative, environmentally sensitive street lighting; bicycle lanes; and a new sense of continuity with the Downtown area.

Belvedere Road from East of Jog Road to Military Trail, West Palm Beach, FL — Project manager. Kimley-Horn prepared a traffic study for the expansion of a four-lane facility to six lanes. We then provided services for an alignment and right-of-way study to add one additional lane and assess the impacts and costs associated with it.





Bachelor of Science, Civil Engineering, Florida International University Professional Engineer, FL, 74655, 06/08/2012

# SPECIAL QUALIFICATIONS

More than 13 years of engineering experience, including roadway restoration/resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting, and site/plan preparation and review

Experience with AutoCAD, WaterCAD, StormCAD, and Cascade

### Stefano Viola, P.E.

Roadway and Civil Engineering Support

#### Relevant Experience

Miami-Dade TPO Development of Truck Parking Facilities in Miami-Dade County Phase II, Miami, FL — Project analyst. Kimley-Horn was retained by the Miami-Dade County MPO to conduct a study to distinguish between local and long haul truck parking needs. This came about from a 2010 study that identified an 11,600 space deficiency within the County.

Broward County Transit Signal Priority (TSP) Implementation, FDOT District Four
Project engineer on the Kimley-Horn team that provided TSP services for FDOT District Four.
The project involved approximately 50 intersections along three major corridors in Broward
County that were implemented for TSP in time for the mid-2009 start of operation of the
95 Express Managed Lanes project on I-95 in Broward and Miami-Dade counties. The 95
Express Managed Lanes project is a dynamically-tolled operation funded as part of a \$62
million urban partnership grant from the U.S. Department of Transportation. Express buses
now shuttle passengers between Broward and downtown Miami within the 95 Express lanes.

Force Main Rehabilitation Design Criteria Package, North Bay Village, FL — Project engineer. Based on an approved force main route evaluation report, Kimley-Horn developed a Design Criteria Package (DCP) for the City's force main rehabilitation program. The DCP was used to select a design-build team for construction of the City's new force main system. The DCP included schematic design drawings for the remaining open-cut force main route, hydraulic modeling of the main wastewater pump station and force main system, design plans for environmental permitting, design criteria for construct of the project, documents to address land ownership issues, design-build contracts or "front end" documents, and associated opinions of probable construction costs. The DCP also included field survey, environmental survey, geotechnical analysis, extensive utility data collection, stakeholder coordination, and governmental coordination, including a wastewater agreement with the Miami-Dade Water and Sewer Department. The DCP was submitted to the State of Florida and approved for both American Recovery and Reinvestment Act funding and State Revolving Loan dollars.

Stormwater Master Plan, Medley, FL — Project engineer. Kimley-Horn was retained to prepare a Stormwater Master plan for the Town, which faces a number of challenges, including a high water table relative to the existing grade (which are generally very flat; numerous pockets of contamination throughout the Town caused by industrial tenants); Florida East Coast Railway, which bisects the Town and thus often makes conveyance of stormwater to the nearby C-6 Canal (the Miami River) cost prohibitive; and the lingering threat of sea level rise and climate change. As part of the Stormwater Master Plan, Kimley-Horn is helping to prioritize 12 problem areas for the Town; plan and model projects to improve the conditions; provide pollutant loading reduction information for use in grant applications; and considering the Southeast Florida Unified Sea Level Rise Study findings, a requirement to ensure the projects provide long-term flood protection and to ensure eligibility for financial assistance from Miami-Dade County in the future.

Broward Center for the Performing Arts (Esplanade) (includes renovation/expansion), Fort Lauderdale, FL — Project engineer. Also provided utility coordination. The Broward Center of the Performing Arts is a public-private partnership which was originally constructed in 1989 and is located in the heart of the Fort Lauderdale Arts and Science District. Kimley-Horn provided the traffic access, circulation, and parking studies for the original facility. In 2012, Kimley-Horn provided traffic studies and site civil engineering for the expansion and renovation of the facility. The expansion included a production wing, an educational wing, and a pavilion along the river walk. The expansion construction started in



### Stefano Viola, P.E.

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2013 and was completed in 2014. The six-acre site required extensive drainage modeling for an Environmental Resource Permit (ERP)/ Broward County Stormwater Permit modification

Civic Center Park Expansion, Miramar, FL — Project manager for Civic Center Park previously known as the Police Benevolent Association Park a 1 acre parcel that was given to the City as part of a Broward County Land Stewardship Program "Park for People" grant to redevelop the site while implementing "green construction" as a neighborhood park. The site is located adjacent to the City Aquatic Park West in Miramar, Florida. As part of the grant program it required that the redesign include green components such as recyclable material, environmentally beneficial landscape practices utilizing native plants, environmentally sound and water saving fixtures, irrigation technologies and interpretation/public education signage. The park improvements included a walking path with exercise stations, a pavilion, playground with tables, landscaping, irrigation, solar powered bollard lighting, a lighted parking lot and surface parking improvements.

**Historic Miramar Complete Streets, Miramar, FL** — Project engineer for the development of design concepts and a phasing plan for the City to implement their Complete Streets vision utilizing a Broward County Redevelopment Program grant. Opinions of probable construction cost were developed in support of the phasing plan, along with a narrative detailing the design and cost differences between the initial grant application and current anticipated construction pricing. The Complete Streets improvements, designated for the 255-acre project area, include 7 miles of sidewalk improvements with accessible ramps and crosswalks, potential biking facilities, decorative crosswalk treatments, street trees, sodded swale improvements, irrigation, and pedestrian level lighting.

**24-inch Water Main Route Evaluation Report and Design, West Palm Beach, FL** — Project engineer. Also provided utility coordination. As a result of the Florida Department of Transportation (FDOT) relocating the Flagler Memorial Bridge, the City of West Palm Beach was required to relocate an existing subaqueous 24-inch water main that conflicted with the new bridge location. To implement the most beneficial relocation route for the City, Kimley-Horn developed a water main route evaluation report. The project included evaluating four alternative water main alignments to cross the Intracoastal Waterway from the City of West Palm Beach to the Town of Palm Beach. The report discussed community impacts, constructability, permit feasibility, and a recommendation to proceed with a preferred water main route.

Lift Station 13 Rehabilitation, West Palm Beach, FL — Project engineer. Kimley-Horn was retained by the City of West Palm Beach for the addition of a new electrical room and associated improvements at this lift station in West Palm Beach. Our team designed a new electrical room and placed the new electrical components of the building at an increased elevation to avoid future flooding problems. An evaluation of the existing pumps was also performed to determine if the station can be converted from a triplex to a duplex station once the City begins to bypass flow from Lift Station 5. Kimley-Horn's services included the design of the bypass piping, new landscaping, a new bridge crane, and an overhead door to aid in operations and maintenance, as well as the design of submersible actuators in the dry pit.

**Peruvian Avenue Streetscape, Palm Beach, FL** — Project engineer for design, permitting, and construction phase services of this streetscape project in the Town of Palm Beach. The project was funded by private residents along Peruvian Avenue who wanted to implement their vision to renovate the right-of-way by adding landscape islands, street trees and decorative plantings, new lighting, decorative sidewalks, irrigation, and associated infrastructure improvements. The project was challenging due to substandard longitudinal and transverse roadway cross slopes that needed to be addressed while maintaining ADA accessibility and vehicle access.





Master of Science, Marine and Environmental Biology, Nicholls State University

Bachelor of Science, Wildlife Ecology and Conservation, University of Florida Gopher Tortoise Agent, FL, GTA-18-00039, 07/03/2018

# SPECIAL QUALIFICATIONS

Experience working with municipal, state and federal agencies such as the U.S. Army Corps of Engineers and Water Management Districts

Has seven years of experience conducting wetland delineations, Florida scrub-jay surveys, gopher tortoise surveys and relocations, sand and blue-tailed mole skink coverboard surveys, Johnson's seagrass surveys, crested caracara surveys, wood stork, Florida sandhill crane, Florida burrowing owl, and protected wading birds surveys

Experience with environmental permitting for a vast array of projects including seawalls and docks, utility installations, transportation improvements, residential and commercial development

### Victoria Bacheler

Environmental Support

#### Relevant Experience

**Police Headquarters - Phase 1 Design, Boynton Beach, FL** — Environmental analyst responsible for 100% gopher tortoise survey. Also assisted with permitting and relocation of gopher tortoises. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Apollo Beach Boulevard Extension/I-75 Flyover, Hillsborough County, FL Environmental analyst responsible for ERP, USACE Section 404 dredge and fill permit, and permitting with Hillsborough County. Analyst also assisted with creation of suitable, offsite wetland mitigation plan at a County-owned property. Served as scientist for the Kimley-Horn team designing the extension of Apollo Beach Boulevard from US 41 to Paseo al Mar Boulevard that will result in a 4-lane facility including the bridge over I-75 to the eastern limits of the conservation easement or approach tie-down. Extending Apollo Beach from US 41 to US 301 will serve as an alternative east/west connection ultimately reducing traffic demands on Big Bend Road. This work effort includes alignment and traffic studies; surveying; geotechnical exploration, testing, and analysis; preparing engineering reports with right-of-way maps and environmental documentation incorporating roadway, stormwater detention, and wetland mitigation requirements; permitting requirements; and determination of right-of-way requirements.

Bicycle Lane Addition on NW 64th Avenue from Sunset Strip to Oakland Park Boulevard, Sunrise, FL — Environmental analyst responsible for reviewing natural and social resources within the study area to prepare a Type 1 Categorical Exclusion checklist. Analyst was responsible for conducting listed species survey, wetland/surface water delineation, and examining study area for social resources (places of worship, recreational facilities, etc.). The City of Sunrise applied for a \$927,000 Transportation Alternatives Grant administered by the Florida Department of Transportation to construct bicycle lanes and street improvements on NW 64th Avenue from Sunset Strip to Oakland Park Boulevard. The City retained Kimley-Horn for design services for landscape, lighting, drainage, pedestrian and bicycle enhancements. This includes developing schematic design, design development, permitting, and construction documents.

**Boca Raton II Tri-Rail Station PD&E Study, Boca Raton, FL** — Environmental scientist responsible for writing and submittal of NEPA documentation (Natural Resources Evaluation, Socio-cultural Effects Report, and Type II Categorical Exclusion) and assisting with public involvement. This project involves the construction of a second Tri-Rail station within the City of Boca Raton. The proposed station will increase mobility for residents and commuters and will also provide access to a variety of local community features, such as Town Center at Boca Raton mall, downtown Boca Raton, several recreational facilities, and colleges/schools nearby.

Bowery Bayside, Tampa, FL — Environmental analyst. Kimley-Horn is providing civil engineering services for this 10.3-acre, phased, multifamily development. The proposed complex will contain 660 residential units in one building on the parcel located at 6608 West Shore Boulevard. Phase I includes design, permitting, and construction for the complex, as well as the design of a parking deck. Phase II of the project includes final design services for a seven-level, stand-alone parking deck. Kimley-Horn's scope of services includes an environmental site assessment, asbestos investigation, construction site plans, landscape and irrigation plans, parking consultation, permitting, and construction phase services.

### Victoria Bacheler

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Poinciana Parkway Extension/I-4 Connector, FL — Environmental scientist responsible for writing detailed Feasibility Report, which included impact analysis and a proposed mitigation plan. Kimley-Horn conducted a Concept, Feasibility and Mobility Study for this planned expressway which widens the existing Poinciana Parkway and extends it to I-4. Existing environmental and physical constraints were identified, which included mitigation banks, cemeteries and extensive utilities. Alternative alignments were developed to minimize impacts and these alternatives are currently being evaluated. Due to development, a cemetery and utility constraints, a critical factor for determining feasibility of the expressway is its interchange connection to I-4; therefore, interchange concepts were developed to determine the feasibility of tying into I-4 at two different locations. Extensive stakeholder meetings and coordination occurred with property owners, utilities, developers, local governments, FDOT and Florida's Turnpike. Analyzed information using GIS, microstation, AutoCAD, Microsoft products to compare alternatives for right-of-way impacts. Utilized GIS to create graphics to be used in presentations. Each of these tasks included creating and modifying GIS graphics, shapefiles, and geodatabases and running geoprocessing tools to analyze the information. Gathered information from external databases to be analyzed internally and then displayed on the boards. The final deliverable was a geodatabase, table of right-of-way impacts, and GIS graphics.

CR 484 Widening, Ocala, FL — Environmental Scientist. Kimley-Horn is providing design, permitting and bidding assistance services for the widening of CR 484 in Marion County. This project will widen and reconstruct CR 484 from Marion Oaks Pass to Marion Oaks Course and include two new signalized intersections at Florida Crossroads Commerce Park Road and SW 49th Court Road. The primary objective of this project is to widen CR 484 from an existing two-lane undivided roadway to a 4-lane divided roadway to support future traffic and a future Industrial Park as part of a Future Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity (DEO).

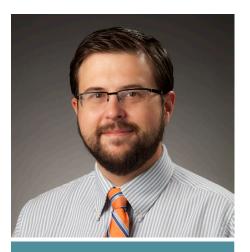
**CR 525E Extension Design and Permitting, Sumter County, FL** — Environmental analyst responsible for conducted site review for listed species and wetlands. Site visit included a 15% gopher tortoise survey. Also responsible for assisting with Environmental Resource Permitting. This project involved the design and permitting associated with a new approximately one-mile roadway extension to support regional transportation connectivity and economic growth. The design plans and permits were obtained for the first two lanes of a future four-lane road section, and the services include surveying and mapping, geotechnical explorations, environmental assessments and permitting, roadway design and construction plans, permitting, and bid documents.

Madeleine Villas on Crespi Boulevard for City of Miami Beach, Miami Beach, FL — Environmental analyst responsible for conducting benthic resources survey. Kimley-Horn conducted a seawall evaluation and reconstruction for a city-owned housing development. The project included an evaluation of the existing seawall and dock, including a seagrass survey, underwater inspection, preparation of construction documents and permitting with multiple agencies and jurisdictions. The site is located between two low-level bridges, therefore special consideration had to be given when selecting materials for the new seawall due to site access restrictions and constructability limitations. Construction is expected to commence in the Spring of 2020.

Environmental Services for Cross Prairie Parkway and Tohoqua West, Osceola County, FL — Environmental scientist responsible for extensive GIS mapping and data analysis in support of the Section 404 Dredge and Fill Application for the Programmatic Authorization from US Army Corps of Engineers. Kimley-Horn prepared the Section 404 Application including a detailed Alternatives Analysis, GIS mapping and evaluation of wetlands and potential listed species issues and supported the County in responding to the Request for Additional (RAI) information. The RAI included detail review of the impacts resulting from the other DRIs as well as additional avoidance and minimization discussion. USACE was able to issue the Tohoqua DRI permit following the Public Notice period for the County's application.

PD&E Study for SR 5/US 1/Federal Highway from CR A1A to Beach Road, FDOT District Four — Environmental scientist. Kimley-Horn was retained by District Four to conduct a PD&E study for the Jupiter Bridge (No. 930005) on US 1/ Federal Highway between CR A1A and Beach Road in Palm Beach County. Our team is evaluating the following alternatives: 1) Bridge rehabilitation; 2) Bridge replacement, high level, mid-level, low level, includes various alignment alternatives; 3) No-build. The various alignment and build alternatives will include consideration for a temporary bridge, full bridge closure, or phased construction with traffic on existing bridge. Each alternative above will evaluate bringing the bridge up to FDOT standards including options to accommodate pedestrian and bicyclists. Environmental services include conducting seagrass and Florida scrub-jay surveys, habitat mapping, tree surveys, and assisting with the writing and submittal of NEPA documentation.





Bachelor of Landscape Architecture, Landscape Architecture, University of Florida

Prof Landscape Architect, FL, 6667207, 09/02/2014

ISA Certified Arborist, NAT, FL-6527A, 06/10/2013

# SPECIAL QUALIFICATIONS

Landscape architect with 10 years of experience

Presentation graphics, illustrative renderings, project photography, 3D modeling through Sketchup, construction document preparation, and LEED document preparation

Software experience includes AutoCAD, Photoshop, Sketchup, LandFx, InDesign, Lumion, Premiere Pro, Microsoft Word, Excel, PowerPoint, and Publisher

Has knowledge of design that protects and enhances natural features and habitats, incorporating them into the overall design, while respecting new urbanism design and development practices

### Chris Cianfaglione, PLA, ASLA

Environmental Support

#### Relevant Experience

Bowery Bayside, Tampa, FL — Landscape architect. Kimley-Horn is providing civil engineering services for this 10.3-acre, phased, multifamily development. The proposed complex will contain 660 residential units in one building on the parcel located at 6608 West Shore Boulevard. Phase I includes design, permitting, and construction for the complex, as well as the design of a parking deck. Phase II of the project includes final design services for a seven-level, stand-alone parking deck. Kimley-Horn's scope of services includes an environmental site assessment, asbestos investigation, construction site plans, landscape and irrigation plans, parking consultation, permitting, and construction phase services.

#### Capital Cascades Trail, Segments 3 and 4, Blueprint 2000, Tallahassee, FL

Landscape analyst. Kimley-Horn was selected to provide services relating to the design of this stormwater pollutant load and sediment abatement greenway, including effective community participation and consensus building; environmental evaluation, stormwater management, landscape, and park amenities that provide a unifying community concept; and greenway and trail connectivity improvements.

Falcon Square, Orlando, FL — Landscape analyst for the Kimley-Horn team that provided land planning and civil engineering services for this proposed 17.51-acre multifamily development in Orange County. Our services included preparation of a preliminary site plan; construction plans; permitting through the South Florida Water Management District (permit modification and dewatering plan/permit), Orange County (site permit), and the Florida Department of Environmental Protection (water/sewer and NPDES); assistance with approval from the Orange County Master Design Review Committee; and construction phase services.

Lake Nona Landing, Orlando, FL — Landscape architect. Kimley-Horn provided civil engineering, environmental, landscape architecture, and construction phase services for this 53-acre, mixed-use site. Lake Nona Landing is poised to bring a much-desired consumer element to the fast-growing community of Lake Nona. The site includes more than 470,000 square feet of office, retail, and restaurant space at buildout. Specific plans included a supercenter, a co-branded fuel station, a mixed-use building with offices and retail, nine outparcels, and two big-box anchor stores with inline retail. Kimley-Horn designed and permitted the nine outparcels that include a mix of inline retail, standalone retail, fast food restaurants, and sit-down restaurants. The property was platted through the City of Orlando with right-of-way dedications to the County for Narcoossee Road and to the city for Tagore Place. Offsite improvements included the addition of two new signals and three right-turn lanes. Kimley-Horn expedited all permits through the respective agencies to meet an accelerated schedule.

North Port Design Criteria Professional Services and Related A/E and Construction Management Services--Fire Rescue Station 85, North Port, FL — Landscape architect for Kimley-Horn team recently completed design and permitting of the City of North Port Fire Station #85. The project is comprised of approximately 4.8 acres of land in a residential section of North Port. Located at the intersection of N. Biscayne Drive and Ponce De Leon Boulevard a little over half of the total land area will be impacted by the project improvements. Kimley-Horn prepared the site paving, drainage, utility, and landscape plans. Plan review and permitting was required by the City of North Port, the Southwest Florida Water Management District, and the Florida Department of Environmental Protection. The project was designed within a stringent timeline and included a value engineering component working with City Fire Rescue District, project Architect, and design team.



### Chris Cianfaglione, PLA, ASLA

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Black Lake Development Phases I and II, Orange County, FL — Landscape analyst for the Kimley-Horn team that provided civil engineering services for this 34.06-acre, multi-use commercial site located on US 192 and Black Lake Road in Orange County. The Black Lake development includes a 6,995-square-foot Texas Roadhouse restaurant; a 7,018-square-foot Joe's Crab Shack (restaurant); and two 6,650-square-foot multi-use buildings with associated parking and drive isles, drainage, and two additional parcels. Tasks included preliminary site planning/design, building design, permitting, utility coordination, construction drawings (including off-site roadway improvement plans), and construction phase services. Permitting agencies consisted of Orange County, FDEP, Osceola County, FDOT, Toho Water Authority, and South Florida Water Management District.

Blackburn Creek, Sarasota County, FL — Production designer supporting the Kimley-Horn team providing master planning for this 784±-acre site. Individual responsibilities included creating various presentation graphics and exhibits. Blackburn Creek proposes a compact design that protects and enhances natural features and habitats, incorporating them into the overall design, while respecting new urbanism design and development practices. The overall design includes four neighborhoods with multiple neighborhood centers. The project is a mixed-use, age-diverse community that includes residential and commercial office space with related amenities and open space elements.

**Polk County Charter School, Lakeland, FL** — Landscape architect. Kimley-Horn provided professional civil engineering and landscape architectural services for this approximately 65,000-square-foot charter school to be located on Old Shepherd Rd in Lakeland, Florida. The school provides education for up to 1,415 children from kindergarten to the eighth grade. Kimley-Horn's civil engineering services included due diligence; preliminary site plan and site plan approval assistance; ALTA boundary and topography survey; traffic impact analysis; and site, water, sewer, utility and utility coordination plans. Kimley-Horn's services also included landscape and irrigation plans, as well as hardscape design. This project required permitting from the Polk County Health Department, Polk County, South Florida Water Management District (SFWMD), and Florida Department of Environmental Protection (FDEP).

Streetscape Design Consultant, Bradenton, FL — Landscape architect. Kimley-Horn was awarded this project to develop a master plan for the pedestrian and streetscape improvements located within the Bradenton Community Redevelopment Agency (BCRA). These improvements and projects goals will focus on and reflect specific user experience within the BCRA. The team will provide planning and design services, including data collection, stakeholder and community engagement, master plan production, construction documents, a tree assessment site visit, and artist coordination.

**Urban Forestry Master Plan (UFMP) Update, Bradenton, FL** — Landscape analyst. Kimley-Horn provided arboricultural services, including inventory and assessment of City's existing tree canopy; identification of potential streetscape projects in urban and suburban commercial corridors to provide conceptual concept plans correlated to the Future Land Use Map (FLUM); establishment of standards for the implementation of canopy roadways; development of a preferred tree planting palette for the specific microclimates within the City; development of planting establishment and maintenance guidelines to be used by public staff and private citizens; provided a comprehensive list of potential grant/funding opportunities that may be available to implement the Master Plan Update; and coordination of public workshops to educate the community.

Retreat at Orlando, Orange County, FL — Landscape analyst for the Kimley-Horn team that is providing civil engineering for this proposed student housing development on 44± acres in unincorporated eastern Orange County (north of the intersection of East Colonial Drive [SR 50] and Lake Berge Road). The project consists of 139 student housing buildings having 221 cottage units (894 beds) and an amenity area containing an 11,120-square-foot clubhouse, pool, and volleyball court. Kimley-Horn is providing civil engineering, including site construction documents; permitting with Orange County, the St. Johns River Water Management District (Environmental Resource Permit), the Florida Department of Environmental Protection (water/sewer and NPDES), and the Florida Department of Transportation (drainage and driveway permits); and construction phase services.

Ridgelake Apartments, Sarasota, FL — Landscape architect. Kimley-Horn is providing professional engineering and consulting services for this multifamily development project located on 36.7 acres north of Bee Ridge Road and east of I-75 in Sarasota. The Kimley-Horn team prepared a site civil engineering plan; paving, grading, and drainage plan; utility plans; code minimum landscape architecture plans; and construction plans. In addition, we provided a transportation analysis and are currently providing construction phase services. Kimley-Horn prepared and submitted permit applications to Sarasota County, the Southwest Florida Water Management District (SWFWMD), Florida Department of Health (FDOH), and Florida Department of Environmental Protection (FDEP). The project is being constructed in three phases and includes 329 units within 15 buildings, a community garden, attached and detached garages, a pool, and an amenity center.





EDUCATION:
Florida Atlantic
Univ.
Bachelor of Science
Civil Engineering
2010

# **REGISTRATIONS:** State of Florida

PE #80352

**EXPERIENCE:** 8 YRS.

**YRS AT H2R:** 2

**CERTIFICATIONS:** TIN D45297785

#### **PAPERS WRITTEN:**

D. Rancman, T. Nguyen, D. Hart, Y.S. Delmas. "Pile Group Effects and Soil Dilatancy at the Fort Lauderdale International Airport, Proceedings of the 2018 International Foundations Congress and Equipment Exposition (FCEE), Orlando, FL



### YVES "STAN" DELMAS, PE

GEOTECHNICAL ENGINEER I PROJECT MANAGER

Stan is responsible for the geotechnical design of civil projects, and the coordination of construction-phase services and inspections for a variety of projects. Stan's design and knowledge of both geotechnical and conventional testing field services result in a skill set that combines his knowledge of design intent and the importance of collecting quality field data. He is experienced in geotechnical construction projects where mix designs, and in-situ testing is critical to the project's success. In addition, he has significant laboratory experience.

### TAMPA INTERNATIONAL CURBISIDE AIRPORT EXPANSION, HILLBOROUGH COUNTY,

Geotechnical engineering for the Tampa International Airport Curbside Expansion Program which includes the replacement and expansion of the curbsides, new approach and exit bridges, new elevated and at-grade lanes, a new Central Utility Plant, and new vertical circulation buildings. The vertical circulation buildings will accommodate express passenger drop off/pick up and include conditioned lobbies to provide a means for passengers to access the main terminal via elevators and escalators from the new lanes. Responsible for all aspect of the geotechnical exploration programs and geotechnical analyses for different foundation systems, including driven piles and non-redundant drilled shafts.

#### TAMIAMI TRAIL 2.6-MILE BRIDGE, FL, MIAMI - DADE COUNTY, FL / FDOT D6

As part of the Comprehensive Everglades Restoration Plan (CERP), The Florida Department of Transportation and the National Park Service replaced a portion of the Tamiami Trail Road/U.S. Highway 41 with a new 2.6 mile-long bridge. H2R Corp is responsible to provide geotechnical support to the Construction, Engineering and Inspection team. Responsibilities include oversight of the team performing dynamic pile testing, and review of all geotechnical documents submitted by the design-build team to identify discrepancies and to ensure that the foundations are constructed according to the design plans and the Florida Department of Transportation's specifications.

# **DISTRICTWIDE GEOTECHNICAL AND MATERIALS TESTING PROJECTS -** NASSAU, DUVAL & CLAY COUNTIES, FL / FDOT D2

Laboratory Technician for this districtwide contract that includes soil exploration, geotechnical exploration testing, highway materials testing, construction materials testing, and foundation studies.

#### I-75 WIDENING PROJECTS - HILLSBOROUGH & PASCO COUNTIES, FL, FDOT D7.

As part of geotechnical engineering and PDA services portion of the I-75 widening project, served as geotechnical engineering services for the CEI. In addition, provided dynamic pile testing services for the corridor which had fourteen bridges. The dynamic pile testing portion implemented the Pile Driving Analyzer (PDA) and the Embedded Data Collector (EDC).

#### PORT OF MIAMI TUNNEL, MIAMI - DADE COUNTY, FL / FDOT D6

Field Inspector for a major construction project in Miami, Florida. The project is a 0.75-mile-long split portal automotive traffic tunnel connecting the MacArthur Causeway on Watson Island and the Port of Miami on Dodge Island, as well as road improvements around the port of Miami. Work on the project involved downhole camera and field permeability testing on the wall of the tunnel. The project also required unconfined strength on soil cement and a triaxial test on soil.

#### DYNAMIC PILE TESTING SERVICES, MIAMI – DADE COUNTY, FL / FDOT D6

Project Manager for this project that involved performing dynamic pile testing services for construction of the new express lanes on existing I-75 express lane bridge over the Homestead Extension of Florida's Turnpike. Responsible for monitoring the project at appropriate intervals based on the contractor's schedule. Our firm is responsible for monitoring the test piles and providing pile casting length and recommendations. We are developing the pile driving criteria based on subsequent analyses including WEAP/CAPWAP and PDIPILOT.

#### SR 826/SR 836 INTERCHANGE RECONSTRUCTION, MIAMI – DADE COUNTY, FL / FDOT D6

Field Inspector/Laboratory Technician responsible for construction engineering and inspection services related to foundation installation and testing efforts. This \$550 million design-build project includes the replacement or new construction of more than 40 bridges and several miles of limited-access highway construction, along with the associated ramps, embankments, mechanically stabilized earth (MSE) walls, and other miscellaneous structures. Responsibilities also include oversight of the team performing dynamic pile testing, cross-hole sonic logging, embedded data collector testing, and pile integrity testing on foundation elements.

# S.R. 821 WIDENING FROM N. OF SW 72ND TO N. OF SW 40TH ST. - MIAMI – DADE COUNTY, FL / FDOT FLORIDA'S TURNPIKE ENTERPRISE

Geotechnical Engineer for this project in design, including 18-inch prestressed-concrete piles and micro-piles along with MSE and sound walls. Vibration and settlement have created issues with shallow foundation supported bridges and certain nearby structures. Improvements include the widening of Homestead Extension of Florida's Turnpike to three general purpose lanes and two express lanes in each direction; replacing the mainline toll facilities with new all-electronic toll; constructing a new northbound, two-lane exit ramp to Bird Road; removing an old bridge and constructing a new bridge; converting a two-lane frontage road with controlled access; and milling and resurfacing the highway. Project Manager for this design-build project during construction phase, providing dynamic pile testing services, cross-hole sonic logging, vibration monitoring, pile driving inspection, noisewall foundation inspection, and drilled shaft inspection for tolling, signage, and miscellaneous structures.

#### BRIDGES OF THE ISLES & SUNRISE KEY BRIDGE REPLACEMENTS DESIGN-BUILD - FORT LAUDERDALE, FL / FDOT D4

Geotechnical Engineer responsible for the design of four new bridges and one bridge replacement to provide connectivity between the urmi Isles finger islands, north of Las Olas Boulevard, with S.R. 842 on the mainland. Services included accelerated bridge design and construction in an environmentally sensitive area. The project also involved complex maintenance of traffic, temporary signalization, traffic control plans, extensive utility coordination, geotechnical design, public outreach, and coordination with multiple stakeholders. Also provided construction services oversight, including pile driving inspection, dynamic pile testing and vibration monitoring.



# EDUCATION: University of Florida Mechanical Engineering Bachelor of Science 2011 Master of Engineering 2013

# REGISTRATIONS / CERTIFICATIONS:

FL PE #85278
TX PE #132934
WV PE #23595
NI Certified LabVIEW
Developer

**EXPERIENCE:** 7 YRS

YRS AT H2R: Recent Hire

## PROFESSIONAL AFFILIATIONS:

American Society of Mechanical Engineers American Concrete Institute Florida Engineering Society

#### **PUBLICATIONS:**

Muchard, Michael K. Nelson, Jordan D. "Determination of Unknown Foundation Lengths for Bridges Using Parallel Seismic Testing". ASCE Florida Section 2015.

Nelson, Jordan D. Ferraro, Christopher C. Algernon, Daniel. "The Application of Nondestructive Evaluation Techniques to Concrete with Internal Flaws". Structural Faults and Repair 2014.



### **JORDAN NELSON, PE**

PROJECT ENGINEER

Owing to a background in instrumentation, controls engineering, solid mechanics, and manufacturing, Jordan Nelson fills a unique role within geotechnical and construction engineering. He began his carrier in structural materials research for FDOT and moved into deep foundations quality assurance. He has extensive experience in static, bi-directional, and rapid foundation load testing as well as nondestructive integrity testing methods, geotechnical instrumentation, and environmental monitoring. His product development experience has allowed him to advance the art in these services and promote the industry at large.

#### I-4 ULTIMATE - ORLANDO, FL / SKANSKA-GRANITE-LANE JV / FDOT

Vibration Specialty Engineer and project manager for existing structure protection services. \$2.3B P3 project rebuilding 21 miles of Interstate 4 through metropolitan Orlando. Supported automated remote vibration monitoring equipment, performed structural surveys, and advised on vibration mitigation methods.

# SELMON EXPRESSWAY WEST EXTENSION — TAMPA, FL / KIEWIT / TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

Project manager and senior engineer for load testing and internal foundation QC testing. 1.9-mile elevated tollway connecting Lee Roy Selmon Expressway to Gandy Bridge over Gandy Boulevard. Designed and performed four bi-directional load tests with novel modular test frame design. Performed static load test on ACIP foundation for segment walker towers. Oversaw crosshole sonic logging, thermal integrity profiling, and low strain integrity testing on over 150 ACIP and drilled shaft foundation elements.

# **DISTRICTWIDE UNKNOWN FOUNDATIONS AND SCOUR STUDY –** FLORIDA DISTRICT 7 / TIERRA, INC / FDOT

Project engineer for unknown foundations testing. Evaluation of three bridges for scour and durability studies. Performed parallel seismic and low strain integrity and evaluated in situ pile elevations and overall foundation integrity.

# **COUNTYWIDE UNKNOWN FOUNDATIONS AND SCOUR STUDY – CITRUS COUNTY,** FL / INTERTEK-PSI / FDOT

Project manager and specialty engineer for unknown foundations testing. Evaluation of three historical bridges for scour and durability studies. Performed parallel seismic testing using a unique over water approach in close coordination with prime contractor. Evaluated in situ pile elevations to support scour and durability study.

# TAMPA INTERNATIONAL AIRPORT AUTOMATED PEOPLE MOVER AND RELATED BUILDINGS — TAMPA, FL / CASE ATLANTIC COMPANY / MALCOLM DRILLING CO / HILLSBOROUGH COUNTY AVIATION AUTHORITY

Project manager and senior test engineer for foundation load tests and integrity testing. Expansion of TPA facilities including automated people mover, consolidated rental car center, expanded taxiway, and APM-served commercial space. Performed three bi-directional load tests on the people mover footprint and one in support of commercial building construction. Performed crosshole sonic logging and low strain integrity tests on deep foundation elements

# SEATTLE TACOMA INTERNATIONAL AIRPORT - INTERNATIONAL ARRIVALS FACILITY - SEATTLE, WA / MALCOLM DRILLING COMPANY / PORT OF SEATTLE

Project engineer for foundation load test. Construction of iconic new facility for international arrivals including a 900-foot long, 85-foot high ped bridge over an existing taxi lane. Designed modular load test assembly and oversaw offsite fabrication. Assisted with installation and performed 12,000 kip load test on an expendable test shaft.

#### US-181 HARBOR BRIDGE - CORPUS CHRISTI, TX / FLATIRON-DRAGADOS JV / PORT OF CORPUS CHRISTI

Senior project engineer for foundation load test program. Replacement of existing steel truss bridge with what will be the longest cable stay bridge in the US as part of six miles of highway replacement. Performed thermal integrity profiling and bi-directional load testing for each pylon foundation with loads up to 15,000 kips.

# HONOLULU LIGHT RAIL - HONOLULU, HI / KIEWIT / SHIMMICK TRAYLOR GRANITE JV / HONOLULU AUTHORITY FOR RAPID TRANSIT

Project engineer for bi-directional load testing, integrity testing, and bottom cleanliness testing. 20-mile elevated light railway serving Honolulu and surrounding areas. Designed and performed bi-directional load tests for guideway and stations. Performed bottom cleanliness (Mini-SID) inspections and crosshole sonic logging tests for non-redundant drilled shafts.

#### WELLSBURG BRIDGE - WELLSBURG, WV TO BRILLIANT, OH / BRAYMAN / FLATIRON / WVDOT

Project manager for drilled shaft load testing, quality control, and integrity testing. Unique tied-arch bridge design spanning the Ohio river to form a new crossing. Designed and oversaw construction of bi-directional load testing assemblies. Oversaw crosshole sonic logging of large diameter drilled shaft foundation elements. Modified and oversaw use of portable mechanical caliper for drilled shaft dimension and verticality testing.

#### **EXPERTISE:**

- product and intellectual property development
- mechanical systems design
- solid modeling and simulation
- complex project management
- construction safety
- non-destructive testing (NDT)

- deep foundations testing and quality control
- vibration monitoring and protection of existing structures
- thermal integrity profiling (TIP)
- low strain integrity testing (PIT)
- parallel seismic testing (PST)

- structural concrete NDT
- ground penetrating radar (GPR)
- sonic NDT methods
- data acquisition systems design
- software development
- electronics design and fabrication



# EDUCATION: Ph.D., 2018 M.Sc.., 2001 University of Florida Gainesville, Florida, USA,

**EXPERIENCE: 24 YRS** 

**YRS AT H2R:** 5

#### **REGISTRATIONS:**

Florida P.E. No. 66551, 2007 Master PDA CAPWAP proficiency, 2012, 2014 SmartPile EDC User No. 020FL0046-13, 2011

#### **PUBLICATIONS:**

"Strength Envelopes of Florida Carbonate Rocks near Ground Surface." Author, ASCE Journal of Geotechnical and GE, 2019.

"Case Studies of Rebounds on Long, Slender Piles." Author, ASTM StressWave, 2018

"Case Studies - Driving
Concrete Piles in Florida
Pinnacle Limestone." Author,
ASTM StressWave, 2018

"Evaluation of Existing Deep Foundation Performance Using the FDOT Database to Improve Current Design Methodologies." Contributor, FDOT 2005.

"National Cooperative Highway Research Program Report 507: Load and Resistance Factor Design (LRFD) for Deep Foundations." Contributor, TRB, 2004.

4 other ASCE, ARMA, and Rock Mechanics publications, 2018

# THAI NGUYEN, PhD, PE

CHIEF GEOTECHNICAL ENGINEER



Thai Nguyen has extensive knowledge in geotechnical engineering, specifically involving foundation systems for tunnels, bridges, buildings, dams, and other structures. Mr. Nguyen's technical experience in includes: Design of Foundation Systems: spread footings, driven piles, auger cast piles, drilled shafts, etc.; Foundation Testing, Geotechnical Instrumentation and QA/QC during the installation of auger cast-displacement piles, drilled shafts, driven piles, and tiedown anchors; Engineering Data Management; Soil Structure Interaction; Earth Retaining Structures; Slope Stabilities; Construction Methodologies; Ground Improvement Techniques; Vibration Monitoring Programs; Condition Surveys; Forensic Engineering.

#### FDOT DISTRICT 7 DISTRICTWIDE CONTRACT

Project Manager 2020-current. Manage districtwide contract works involving asphalt plant, pavement coring, verification testing, and all geotechnical services.

#### TAMPA INTERNATIONAL AIRPORT EXPANSION

Senior Engineer 2019-2020. Review of geotechnical exploration reports and geotechnical analyses for different foundation systems, including driven piles and non-redundant drilled shafts.

# C-44 RESERVOIR/STA PROJECT CONTRACT NO. 2 - GEOTECHNICAL AND CONSTRUCTION SERVICES, MARTIN COUNTY, FL, USACE, JACKSONVILLE DISTRICT.

Senior Geotechnical Engineer 2016-2020. Key in the development of value engineering of the toe trench drain construction. Developed techniques, methodologies, and software with primary emphasis on CPT correlations to Soil Dry Density and relative compaction results. In addition, author of custom data management software to capture more than one thousand CPT soundings and ten thousand data sets of density tests, laboratory (Proctor and index) tests for Barnard Construction.

# NORRIS CUT TUNNEL, FORCE MAIN MATERIALS TESTING, MIAMI, FL, MIAMIDADE COUNTY, WATER AND SEWER DEPARTMENT

Senior Geotechnical Engineer for soil mix design and deep soil mixing execution, which is required to construct the tunnel boring machine exit pit at Fisher Island. Tasks for this phase of work includes specialty geotechnical engineering and field services including soil-cement coring, laboratory testing, and other services including construction quality control, Robertson camera, and in-situ permeability testing.

# **HEFT ALL-ELECTRONIC TOLL COLLECTION PHASE 3 DESIGN-BUILD**, MIAMI-DADE COUNTY, FL, FDOT FLORIDA'S TURNPIKE ENTERPRISE

Review Engineer for project that involved the conversion of the mainline and ramp toll plazas on the northern Homestead Extension of Florida's Turnpike (HEFT) to an all-electronic toll facility, including the conversion of tolls to SunPass/E-Pass. Review PDA data on urgent requests, review of geotechnical analyses for drilled shaft design, review CSL tests, Embankment slope stability analyses.

#### **DUKE ENERGY**, VARIOUS STATES, USA

Dan River FlyAsh Pond, NC - Assistant Project Manager. Responsible for site liquefaction analyses.

Anclote Power Plant, FL (used to be Progress Energy), Holcim Site, FL and Crystal River Combined Cycle Project, FL - Assistant Project Manager. Responsible for site characterization program, data analyses, geotechnical recommendations.

#### PHOSPHATE MINES, VARIOUS STATES, USA

Monsanto Blackfoot Bridge Project, Boise, ID

Conda Phosphate Operations, Boise, ID

Project Engineer. Responsible for portions of seepage and slope stability analyses and construction support of phosphate mines.

#### I-75 WIDENING PROJECTS, HILLSBORO AND PASCO COUNTIES, FL, FDOT D7

Review Engineer for geotechnical engineering and PDA services portion of the I-75 widening project. Responsible for reviewing PDA data. In addition, provided dynamic pile testing services for the corridor which had fourteen bridges. The dynamic pile testing portion implemented the Pile Driving Analyzer (PDA) and the Embedded Data Collector (EDC).

**WEIKIVIA**, **SR429**, **A**<sup>2</sup> **GROUP**, **INC.** CENTRAL FLORIDA EXPRESSWAY AUTHORITY Senior Engineer responsible for reviewing PDA data.

#### NORFOLK SOUTHERN DRILLED PIERS, MECKLENBURG COUNTY, NC

Senior Engineer responsible for reviewing CSL and PDA testing program for Blue Line Light Rail from Uptown Charlotte to the University of North Carolina.

#### BIRD FHOSP ISBL, CANADA

Senior Engineer responsible for reviewing PDA testing program for a project in the oil sand region.

#### FLORIDA TURNPIKE VETERANS EXPRESSWAY WIDENING, HILLSBOROUGH COUNTY, FL

Project Engineer/Manager responsible for PDA testing and Vibration Monitoring on SR-589 over Hillsborough Ave, Johns Road, Channel G, Barry Road, and Henry St Ditch.

#### LAKE OKEECHOBEE PUMP STATIONS TRASH RAKES, MARTIN AND OKEECHOBEE COUNTIES, FL

Project Engineer/Manager. Responsible for PDA testing, Production Pile Driving Criteria for Structures S129, S131, S133, and S135.

#### MOFFITT OUTPATIENT CENTER, HILLSBOROUGH COUNTY, FL

Project Manager. Responsible for PDA testing and overseeing PDA testing by others.

#### ALLNAMICS SMARTPILE SOFTWARE REVIEW, FDOT STATE MATERIAL OFFICE, FL

Project Manager. Responsible for a research project for FDOT State Material Office to review new software packages developed by Allnamics, Inc. and SmartStructures, Inc. for the Smartpile EDC driven pile testing and production pile driving criteria.

#### **OVERLAND BRIDGE REPLACEMENT**, JACKSONVILLE, FL

Project Engineer/ Assistant Project Manager. Responsible for reviewing Pile Installation Plan submittal from Contractor and performing PDA verification testing for the design-build project.

#### PILE DYNAMIC TESTING, 1-75 WIDENING, ATKINS/FDOT, HILLSBOROUGH AND PASCO COUNTIES, FL

Project Manager. Responsible for hammer evaluation, PDA and EDC testing on 80 test piles, and development of production pile length and driving criteria recommendations.



Bachelor of Science Civil Engineering Case Western Univ. 2002

REGISTRATIONS: FL PE #70413 PA PE #PE076115

**EXPERIENCE:** 14 YRS

**YRS AT H2R:** 2

#### **PROFESSIONAL AFFILIATIONS:**

Deep Foundations Institute
American Society of Civil
Engineers
American Concrete Institute

#### **PUBLICATIONS:**

Rausche, F., L. Liang, R. Allin, & D. Rancman. "Applications and Correlations of the Wave Equation Analysis Program GRLWEAP." Proceedings of the Seventh International Conference on the Application of Stresswave Theory to Piles 2004, Petaling Jaya, Selangor, Malaysia, August 9, 2004.

D. Rancman, T. Nguyen, D. Hart, Y.S. Delmas. "Pile Group Effects and Soil Dilatancy at the Fort Lauderdale International Airport, Proceedings of the 2018 International Foundations Congress and Equipment Exposition (FCEE), Orlando, FL

T. Nguyen, D. Hart, & D. Rancman.

"Case Studies – Driving Concrete Piles in Florida Pinnacle Limestone"



### **DAVE RANCMAN, PE**

CEO, SENIOR GEOTECHNICAL ENGINEER I PROJECT MANAGER

Dave Rancman began his career working on foundation projects across the United States and Caribbean. Through a variety of research projects, he developed unique foundation quality assurance testing equipment and methods that have now become industry standard. With a diverse portfolio, Dave works with clients across a variety of market sectors. He has successfully implemented innovative practices to efficiently manage company assets, including web-based preventative maintenance applications for complex assets, and internally developed staff and equipment management tools. Dave has also developed quality relationships with public entities such as FDOT, in addition to engineering consultants, and contractors, who partner with H2R to provide quality services.

# DYNAMIC PILE TESTING SERVICES, I-75 WIDENING PROJECT, SEGMENTS AB, BROWARD COUNTY, FL, FDOT. [2015-present][60110]

Geotechnical Engineer providing dynamic pile testing services for several bridges which had sensitivities to hard and unpredictable surficial limestone. Wave equation analyses, recommended pile lengths, and pile driving criteria were provided. [P049]

# **I-75 WIDENING PROJECT, HILLSBOROUGH COUNTY, FL, FDOT.** [2011-2013][54803]

As part of the geotechnical engineering and pile driving analysis services portion of the I-75 Widening Project, provided geotechnical engineering services for the construction engineering and inspection. In addition, provided dynamic pile testing services for the corridor, which had 14 bridges. The dynamic pile testing portion implemented the PDA and the Embedded Data Collector. [P045]

# DISTRICTWIDE GEOTECHNICAL AND MATERIALS TESTING PROJECTS, I-295 AT HECKSHCHER DRIVE INTERCHANGE, NEW BERLIN ACCESS, JACKSONVILLE, FL, FDOT D2. [2014][54376]

Senior Geotechnical Engineer responsible for oversight and performance of dynamic pile testing services through a districtwide geotechnical contract, and coordinating directly with the construction engineering and inspection in the issuance of pile length letters and pile driving criteria. [P043]

# **DISTRICTWIDE GEOTECHNICAL ENGINEERING AND MATERIALS TESTING**, VARIOUS LOCATIONS, FL FDOT D1 [2010][51879]

Project Manager and Geotechnical Engineer for this districtwide, multiyear contract that involves subsurface investigation, laboratory testing, geotechnical recommendations, and design. The project has also included an emergency sinkhole investigation and the rapid development of remediation plans. [P037]

# BRIDGES OF THE ISLES AND SUNRISE KEY BRIDGE REPLACEMENTS DESIGN-BUILD SERVICES CONTRACT, FORT LAUDERDALE, BROWARD COUNTY, FL, FDOT D4. [2013-present][57216]

Geotechnical Engineer responsible for this project to design four new bridges and one bridge replacement to provide connectivity between the Nurmi Isles finger islands, north of Las Olas Boulevard, with S.R. 842 on the mainland. This project incorporated accelerated bridge construction techniques through the use of precast superstructure and substructure elements. Services included accelerated bridge design and construction in an environmentally sensitive area with sea grass within the project site. The project also involved complex maintenance of traffic, temporary signalization, traffic control plans, extensive utility coordination, geotechnical design, public outreach, and coordination with multiple community and agency stakeholders. Also provided construction services oversight, including pile driving inspection, dynamic pile testing, and vibration monitoring. [P042]

#### **GEOTECHNICAL SUPPORT CONSULTANT SERVICES, HILLSBOROUGH COUNTY, FL, FDOT D7.** [2010][51878]

Project Manager and Geotechnical Engineer for this districtwide contract responsible for providing geotechnical investigation, analysis, and pavement evaluations and design, as well as design services in support of preliminary engineering and construction-related efforts. Data collection, including information from subsurface explorations, pavement coring, earthwork and concrete placement, as well as general quality control inspections were also integral to this project. [P038]

# S.R. 821 WIDENING FROM NORTH OF SW 72ND STREET TO NORTH OF SW 40TH STREET, MIAMI-DADE COUNTY, FL, FDOT, FLORIDA'S TURNPIKE ENTERPRISE. [2014-2016][59271]

Senior Geotechnical Engineer for this project in design, including 18-inch prestressed-concrete piles and micropiles along with MSE and sound walls. Vibration and settlement have created issues with shallow foundation supported bridges and certain nearby structures. Improvements include the widening of Homestead Extension of Florida's Turnpike to three general purpose lanes and two express lanes in each direction; replacing the mainline toll facilities with new all-electronic toll; constructing a new northbound, two-lane exit ramp to Bird Road; removing an old bridge and constructing a new bridge; converting a two-lane frontage road with controlled access; and milling and resurfacing the highway. Project Manager for this design-build project during construction phase, providing dynamic pile testing services, cross-hole sonic logging, vibration monitoring, pile driving inspection, noisewall foundation inspection, and drilled shaft inspection for tolling, signage, and miscellaneous structures. [P047]

# TURNPIKE SERVICE PLAZA IMPROVEMENTS, VARIOUS LOCATIONS, FL, FDOT, FLORIDA'S TURNPIKE ENTERPRISE. [2009-PRESENT][51233]

Geotechnical Engineer for the rehabilitation of eight service plazas located an average of 40 miles apart along the 300 miles of Florida's Turnpike. This design-build-finance project involves providing construction materials testing; performing geotechnical analyses; performing subsurface investigations; conducting laboratory tests; analyzing and designing foundations for convenience stores, restaurants, fueling area canopies, and fuel farms; developing pavement designs for car and truck parking facilities and access roads; and investigating stormwater retention facilities. Improvements include new service buildings, new convenience stores, asphalt and concrete parking areas, entry and exit ramps, gas stations, ponds, drainage, and other related facilities. [P036]

#### VOINOVICH PARK PEDESTRIAN BRIDGE, CLEVELAND, OH, OHIO DEPARTMENT OF TRANSPORTATION (ODOT).

Civil Engineer involved in ODOT's project development process (PDP) for the proposed pedestrian bridge from the Finger Pier to Voinovich Park in Cleveland's North Coast Harbor, adjacent to the Rock and Roll Hall of Fame. This included completing tasks in the minor PDP steps and being responsible for utility coordination for the project in its preliminary stages. [P029]





**EDUCATION** 

<u>Lecanto High School</u>, Lecanto, FL Graduated (1993)

#### University of Florida,

Florida - Continuing Education Courses Leading to a Degree in Geomatics (2009 – 2015) And Florida Registration as a Professional Surveyor and Mapper.

#### BENJAMIN R. WISER Vice President, Project Manager

#### **SUMMARY OF EXPERIENCE**

Mr. Wiser's survey experience spans more than nineteen (19) years in the State of Florida including all levels of involvement in field activities as well as office and management responsibilities. He has provided surveying and mapping services on many high profile state, county, municipal and private projects such as US Air Force Bases, international airports, sports stadiums, power, water and reclaimed water plants, interstate heavy highways, transmission mains, highrise/commercial buildings subdivisions and performing construction layout and as-built surveys along with boundary, topographic and hydrographic surveys for design. He has extensive experience in the use of Global Positioning Systems (GPS) and utilizes this experience in all aspects of surveying including 3D machine control, construction lay-out/as-builts and topographic surveys for design. As Vice President of Compass Point Surveyors, PL, Mr. Wiser is responsible for contract administration, quality control and technical procedures in the production of survey projects which include client relations, estimating, project tracking and crew efficiency. Mr. Wiser is committed to providing the highest quality of professional service in order to meet our client's needs.



2101 N.W. 33rd Street Suite 100 Pompano Beach, FL 33069 Office 954.332.8181 www.cp-surveyors.com



## SCOTT A. REID, P.S.M. Project Manager

#### SUMMARY OF EXPERIENCE

Mr. Reid has been active in Surveying for over 22 years and has been involved with all levels of surveying from an instrument man on a field crew to the director of Surveying for a prominent Engineering and Land Surveying Company. His background includes training in everything from Global Positioning Systems (GPS), Geographic Information Systems (GIS), Remote Sensing, Photogrammetry, Business and Surveying Law, courses in Platting and Sectional land history and retracement to Coastal and Freshwater Mean High Water studies. In the course of his professional experience, Mr. Reid has worked on a variety of different aspects of Surveying to include GPS and GIS projects, Florida Department of Transportation projects, Commercial, Residential and Government Subdivisions, Federal Emergency Management Agency Elevation Certificates and Letters of Map Amendments, Boundary and Title Surveys (to include ALTA Surveys), Subsurface Utility Locations, Condominium Documents and other types of Surveys for the Coast Guard, Veterans Administration, Lake Worth Water Drainage District, South Florida Water Management District. Florida Department Environmental Protection, Attorneys or just the general public. Mr. Reid has even been involved with recording and reporting field measurements to the Guinness Book of World Records. His leadership roles include being an Officer in the United States Army, President of the Broward Florida Survey and Mapping Society Chapter, his participation in the Florida Atlantic University Surveying Curriculum Committee and various other positions within Surveying firms. This extensive experience within the Survey Profession combining a diversity of practical experience with a great deal of theoretical academic training is what separates Mr. Reid from many other professionals in his field. In all his years of service, his highest goals have always remained quality of work and client satisfaction.



#### PROFESSIONAL REGISTRATION

Professional Surveyor and Mapper, Florida License No. 6258 (2001)

### MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

- Florida Surveying and Mapping Society
- Broward County Chapter of the FSMS (Past President)

#### **EDUCATION**

<u>Fayetteville High School</u>, Fayetteville, WVI. College Preparatory Classes, graduated 1988.

<u>University of Florida</u>, Gainesville, Fl. Materials Engineering/Surveying courses. Graduated with a BS degree from the Departments of Geomatics (Surveying), College of Civil Engineering in 1996.

Land Surveyors Continuing Education
24 hours of CEU with 2 year renewal
period pertaining to Florida Minimum
Technical Standards, State Statutes, Ethics,
Laws and Principles.



3195 N. Powerline Road Suite 112 Pompano Beach, FL 33069 Office 954.332.8181 www.cp-surveyors.com



**TAB 9**Office Locations







### Continuing Contract for

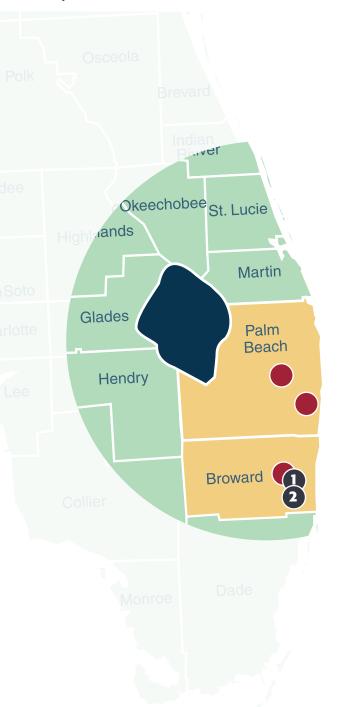
## LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20



### 9. OFFICE LOCATIONS

Kimley-Horn's office is located in Fort Lauderdale, 30 minutes away from the City's offices. Your project manager, Jonathan Haigh, PLA, will lead all engineering services for the continuing contract for landscape architectural services from this location. Our prime office is currently home to 72 employees. Team members selected for this effort work from this local office. Additional Kimley-Horn employees may be called upon to support the project if necessary; Kimley-Horn has nearly 800 employees in 16 offices across the state ready to assist the City on an as-needed basis.



### Local Kimley-Horn Office Locations

**Kimley-Horn Plantation Office** 8201 Peters Road, Suite 2200 Plantation, FL 33324

Kimley-Horn West Palm Beach Office 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411

> Kimley-Horn Boca-Delray Office 1615 South Congress Avenue. Suite 201 Delray Beach, FL 33445

### Subconsultant Office Locations

**H2R Corp** 1900 NW 40th Court Pompano Beach, FL 33064

**Compass Point Surveyors** 3195 N Powerline Road, Suite 112 Pompano Beach, FL 33069



**TAB 10**Local Businesses



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

### T-25-20 Continuing Contract for Landscape

Solicitation Number & Title: Architectural Services Prime Contractor's Name: Kimley-Horn and Associates, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Compass Point Surveyors 3195 N Powerline Rd 112, Pompano	Lori Melrose	Survey	
Beach, FL 33069	954.998.4616		
H2R Corp 1900 NW 40th Ct, Pompano Beach, FL	Yves-Stanley	Geotechnical	
33064	954.972.7570		

LOCAL BUSINESS EXHIBIT "A"

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

		Solicitation NumberT-25-20
TO:	Kimley-Horn and Associates, Inc. (Name of Prime or General Bidder	
	undersigned City of Pompano Beac in connection with the above contr	ch business intends to perform subcontracting act as (check below)
	an individual	X a corporation
	a partnership	a joint venture
	undersigned is prepared to perform tract, as hereafter described in deta	the following work in connection with the above il:
at th	e following price:TBD	
	8/18/2020 (Date)	(Print Name of Local Business Contractor)  3710 Pank Cannal BlvD.  (Street Address)  Pompano Black FL 33008  (City, State Zip Code)
		(City, State Zip Code) BY: (Signature)

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

LOCAL BUSINESS EXHIBIT "B"

### **BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: COMPASS POINT SURVEYORS PL

Receipt #:  $^{319-3570}_{\rm ALL~OTHERS}$  (SURVEYING & Business Type:  $_{\rm MAPPING}$ )

Owner Name: COMPASS POINT SURVEYORS PL

Business Location: 3710 PARK CENTRAL BLVD. N.

POMPANO BEACH

Business Opened: 08/04/2009 State/County/Cert/Reg:LB7535

**Exemption Code:** 

**Business Phone:** 954-332-8181

Rooms Seats **Employees** 1

Machines

**Professionals** 

For Vending Business Only						
	Number of Machines: Vending Type:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	3.00	0.00	0.00	0.00	0.00	33.00

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

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

#### **Mailing Address:**

COMPASS POINT SURVEYORS PL 3710 PARK CENTRAL BLVD. N. POMPANO BEACH, FL 33064 Receipt #WWW-19-00197941 Paid 07/20/2020 33.00

2020 - 2021

#### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:

Receipt #: 319-3570

COMPASS POINT SURVEYORS PL **Business Name:** 

Business Type: ALL OTHERS (SURVEYING &

MAPPING)

Owner Name: COMPASS POINT SURVEYORS PL Business Location: 3710 PARK CENTRAL BLVD. N.

**Business Opened: 08/04/2009** State/County/Cert/Reg: LB7535

POMPANO BEACH

**Exemption Code:** 

**Business Phone:** 954-332-8181

S

Rooms Seats

**Employees** 1

Machines

**Professionals** 

Sig	nature	For Vending Business Only					
		Number of Mac	hines:	s: Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	30.00	3.00	0.00	0.00	0.00	0.00	33.00

Receipt #WWW-19-00197941 Paid 07/20/2020 33.00



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

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

4459900 COMPASS POINT SURVEYORS PL 3195 N POWERLINE RD #112 9/18/2019

POMPANO BEACH FL 33069

### THIS IS NOT A BILL

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

**BUSINESS OWNER:** 

COMPASS POINT SURVEYORS PL

**BUSINESS LOCATION:** 

3195 N POWERLINE RD 112 POMPANO BEACH FL

RECEIPT NO:

CLASSIFICATION

20-00087031

PROFESSIONAL OFFICE (SEE REQUIREMENTS)

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

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

		Solicitation NumberT-25-20
TO:	Kimley-Horn and Associates, Inc.	
	(Name of Prime or General Bidde	<u>r)</u>
	undersigned City of Pompano Bead in connection with the above contr	ch business intends to perform subcontracting ract as (check below)
	an individual	x a corporation
	a partnership	a joint venture
	undersigned is prepared to perform ract, as hereafter described in deta	the following work in connection with the above il:
Ge	otech	
at the	e following price: TBD	
		H2R Corp
	8/18/2020	David Rancman, P.E., CEO
	(Date)	(Print Name of Local Business Contractor)
		1900 NW 40th Ct
		(Street Address)
		Pompano Beach, FL 33064
		(City, State-Zip Code) BY:
		/(Signature)

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

**LOCAL BUSINESS EXHIBIT "B"** 

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: DAVID A RANCMAN

Receipt #:315-278531

Business Type:

Owner Name: H2R CORP

Business Location: 1900 NW 40 CT

POMPANO BEACH

**Business Phone:** 954-972-7570

Business Opened:08/01/2016

State/County/Cert/Reg:70413

**Exemption Code:** 

Rooms

Seats

**Employees** 5

Machines

**Professionals** 

		For	Vending Business Onl	у		
	Number of Machin	nes:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

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

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

H2R CORP 1900 NW 40 CT POMPANO BEACH, FL 33064 Receipt #1CP-18-00018340 Paid 09/23/2019 30.00

2019 - 2020

### LOCAL BUSINESS EXHIBIT "C

### LOCAL BUSINESS UNAVAILABILITY FORM

	BID#	
I,		
,	(Name and Title	e)
of	, certify that on the	heday of
,, I invite items to be performed in the	ed the following LOCAL BUSINE: e City of Pompano Beach:	SSES to bid work
Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Said Local Businesses:		
	Did not bid in response to the ir	nvitation
	Submitted a bid which was not	the low responsible bid
	Other:	
	Name and Title:	
	Date:	

Note: Attach additional documents as available.

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

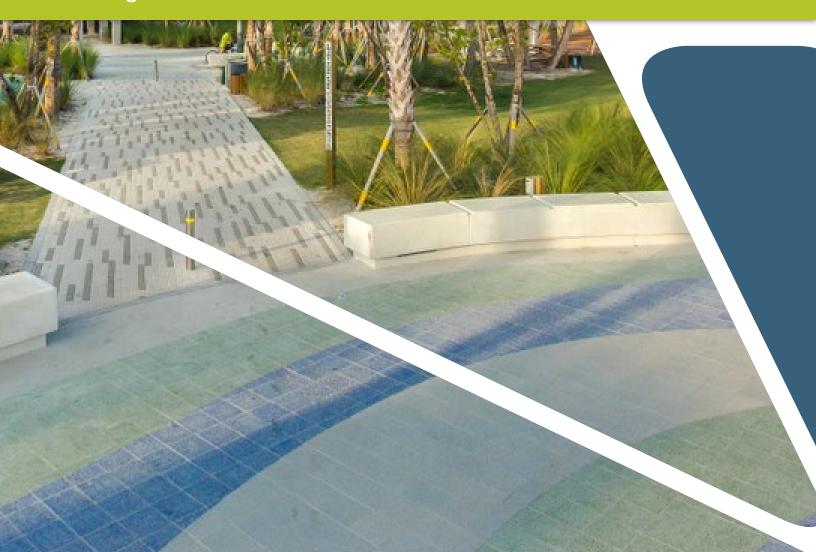
BID	#		

What portions of the contract have you identified as Local Business opportunities?
Did you provide adequate information to identified Local Businesses? Please comment on by you provided this information.
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 copie the notices.
Did you advertise in local publications?
Yes No
If yes, please attach copies of the ads, including name and dates of publication.
What type of efforts did you make to assist Local Businesses in contracting with you?
List the Local Businesses you will utilize and subcontract amount.
<b> \$</b>
\$
Other comments:

LOCAL BUSINESS EXHIBIT "D" – Page 2	



**TAB 11**Litigation





### Continuing Contract for

### LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20)



### 11. LITIGATION

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. In the last 5 years, Kimley-Horn has had more than 19,675 active projects in Florida, 19 of which had some form of litigation. Of these cases, 5 were dismissed, 10 were settled, and 4 are pending. This represents 0.9657% of all projects completed by Kimley-Horn in Florida over the past five years. The pending cases involve alleged personal injuries by third parties or alleged economic loss. None of them, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit.





**TAB 12**City Forms



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

#### PROPOSER INFORMATION PAGE

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) Jonathan Haigh, PLA, ASLA Title Project Manager					
Company (Legal Registered) Kimley-Horn and Associates, Inc.					
Federal Tax Identification Number 56-0885615					
Address 1920 Wekiva Way, Suite 200					
City/State/Zip West Palm Beach, FL 33411					
Telephone No. 561.840.0233 Fax No. 561.863.8175					
Email Address jonathan.haigh@kimley-horn.com					

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

#### **PROJECT TEAM**

		RLI NUMBER T-25-20		
PRIME		Federal I.D.# <u>56-</u>	0885615	
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees	
Principal-In-Charge	Marwan Mufleh, P.E.	33	BS, Civil Eng.	
Project Manager	Jonathan Haigh, PLA, ASLA	25	BS, Landsape Arch	
Asst. Project Manager			_	
Other Key Member: (Landscape Arch. & Irrigation Design)	Jonathan Martin, P.E.	25	BS, Civil Eng	
Other Key Member: (Landscape Arch. & Irrigation Design) (Landscape Arch. & Irrigation Design)	Tricia Richter, PLA, ASLA	7	BS, Landscape Arch	
Role Surveying Landscaping	Company Name and Address of Office Handling This Project Compass Point Surveyors  3195 N Powerline Rd STE 112, Pompano Beach, FL 33069	Name of Individual Assign to the Project Lori Melrose		
Engineering				
Other Key Member	H2R Corp (Geotechnical)	Yves "Stan" D	elmas, P.E.	
Other Key Member	1900 NW 40th Ct, Pompano Beach, FL 33064			
Other Key Member				
Other Key Member				

(use attachments if necessary)

### Attachment to Project Team Form

### **PROJECT TEAM (CONTINUED)**

### <u>PRIME</u>

Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
George Puig, PLA, ASLA	30	BS, Landscape Arch.
Kristen Alexa	2	BS, Landscape Arch.
Mark Rickards, AICP	25	BS, History
Erin Emmons, GISP	14	BS, Urban and Regional Planning
Stefano Viola, P.E.	13	BS, Civil Engineering
Victoria Bacheler	7	MS, Marine and Enviro. Biology BS, Wildlife Ecology and Conservation
Chris Cianfaglione, PLA, ASLA	10	BS, Landscape Arch.
	Assigned to Project George Puig, PLA, ASLA Kristen Alexa Mark Rickards, AICP Erin Emmons, GISP Stefano Viola, P.E. Victoria Bacheler Chris Cianfaglione, PLA,	Assigned to Project  George Puig, PLA, ASLA  Kristen Alexa  Mark Rickards, AICP  Erin Emmons, GISP  Stefano Viola, P.E.  Chris Cianfaglione, PLA,  Years Experience  2  Years Experience  10

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

### EXHIBIT E

### MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI#	T-25-	20		

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

Name of Firm	Certificate Included?			
N/A	N/A			

### 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 VE	<u>NDOR</u>
limits and maintain	maintained a permanent place of business within the city s a staffing level, within this local office, of at least 10 % of the City of Pompano Beach.
	And/Or
limits and my subm	maintained a permanent place of business within the city nittal includes subcontracting commitments to Local actors for at least 10 % of the contract value.
	Or
_x_ My firm does	s not qualify as a Tier 1 Vendor.
TIER 2 LOCAL VE	<u>INDOR</u>
County and mainta	maintained a permanent place of business within Broward ins a staffing level, within this local office, of at least 15% of the City of Pompano Beach
	And/Or
County and my sul	maintained a permanent place of business within Broward omittal includes subcontracting commitments to Local actors for at least 20% of the contract value.
	Or
My firm does	s not qualify as a Tier 2 Vendor.
I certify that the abo	ve information is true to the best of my knowledge.
8/24/2020	Kimley-Horn and Associates, Inc.
(Date)	(Name of Firm)
	BY: Jonathan Haigh, P.E

(Name)

# pempano Continuing Contract for

### LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20



### **Corporate and Individual Licenses**

### Kimley-Horn

### State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 15, 2020, and that its status is active.

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

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





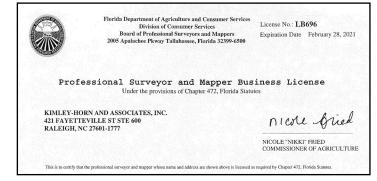
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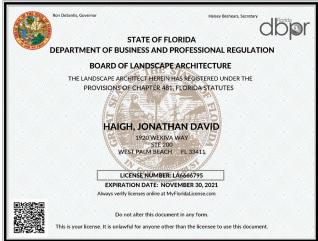
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentications and the property of the p







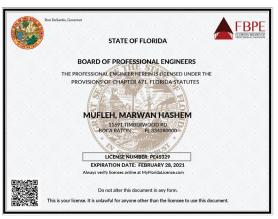


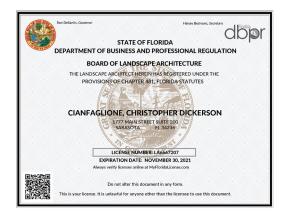
# pempano Continuing Contract for

### LANDSCAPE ARCHITECTURAL SERVICES

(RLOI# T-25-20







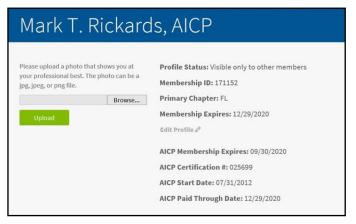












# pempano Continuing Contract for

### **LANDSCAPE ARCHITECTURAL SERVICES**

(RLOI# T-25-20

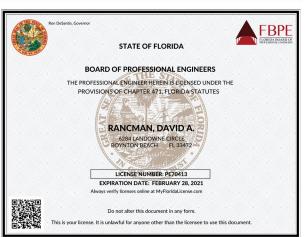


### H2R Corp.

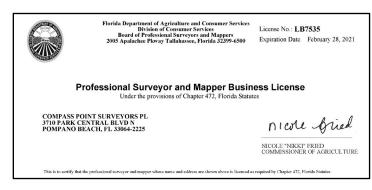


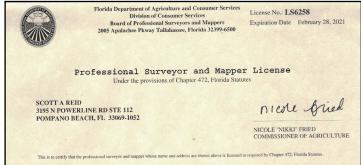






### Compass Point Surveyors





Client#: 25320 KIMLHORN

### ACORD...

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2020

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

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

and commence account any rights to the commence holder in hea	` ,				
PRODUCER	CONTACT Jerry Noyola				
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 86	o): 866-550-4082			
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: jerry.noyola@greyling.com				
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: National Union Fire Ins. Co.	19445			
INSURED	INSURER B : Aspen American Insurance Company	43460			
Kimley-Horn and Associates, Inc.	INSURER C : New Hampshire Ins. Co.	23841			
421 Fayetteville Street, Suite 600	INSURER D : Lloyds of London	85202			
Raleigh, NC 27601	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 20-21 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 INSUR	ANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X	COMMERCIAL GENERA	L LIABILITY			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	X	<b>Contractual Lial</b>	b						MED EXP (Any one person)	\$25,000
									PERSONAL & ADV INJURY	\$1,000,000
	GEN	'L AGGRE <u>GAT</u> E LIMIT AF	PPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT	X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:								\$
Α	AUT	OMOBILE LIABILITY				4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	<sub>\$</sub> 2,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED 🔻	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
										\$
В		UMBRELLA LIAB	OCCUR			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE	\$5,000,000
	X	EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED X RETENTION	N \$ <b>0</b>							\$
С		KERS COMPENSATION EMPLOYERS' LIABILITY	,			015893685 (AOS)	04/01/2020	04/01/2021	X PER STATUTE OTH-	
Α	ANY	PROPRIETOR/PARTNER	EXECUTIVE T / IN	N/A		015893686 (CA)	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$1,000,000
	(Mar	CER/MEMBER EXCLUDE Idatory in NH)	D? <b>N</b>	N/A		, ,			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIO	NS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Pro	fessional Liab				B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,00	0
	inc	l. Poll. Liab.							Aggregate \$2,000,00	00
									·	
DEC	DIDT	ION OF ODER ATIONS / I	OCATIONIO (VELIIO	1.50./4	0000	101 Additional Remarks Schodule, may			!II	

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

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate	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
	DAH. Collings

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January 6, 2020

Re:

Kimley-Horn and Associates, Inc.

To Whom It May Concern:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") has been a satisfactory customer of Wells Fargo Bank, N.A. for over thirty-five years. The Bank has provided Kimley-Horn with deposit accounts, loans and other Bank services that have been handled in a satisfactory, responsible and professional manner.

Kimley-Horn maintains deposit balances that have averaged a moderate seven figure in the last twelve months.

Wells Fargo provides Kimley-Horn a committed line of credit of a low eight figure value. The line of credit has no outstanding balance as of the date of this letter.

Wells Fargo is pleased with Kimley-Horn's banking relationship and hopes to provide banking services to the company in the future.

If you have any questions or would like additional information, please contact me at (919) 881-6433.

Sincerely,

Brian P. Gallagher

B= row

Relationship Manager

Triangle Eastern NC Middle Market Banking

Together we'll go far



**TAB 13**Reviewed and Audited Financial Statements





#### Kimley-Horn Financial Statements

The attached financial statements of Kimley-Horn and Associates, Inc. as of December 31, 2019 and for the year then ended have been reviewed by Cherry Bekaert LLP, and they have issued an Independent Accountant's Review Report thereon. The financial statements have not been audited, as Kimley-Horn is not required to have an audit performed. These financial statements are provided to you for the sole purpose of evaluating Kimley-Horn's financial condition in connection with current and future proposals for services. Any distribution of this information for any other purpose is prohibited.

Kimley-Horn's present financial condition is materially the same as that shown in the attached financial statements.

For any questions regarding financial statements, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

### **FINANCIAL STATEMENTS**

As of and for the Years Ended December 31, 2019 and 2018

And Independent Accountant's Review Report



### TABLE OF CONTENTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS	
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Statements of Operations	4
Statements of Changes in Shareholder's Equity and Other Comprehensive Income (Loss)	5
Statements of Cash Flows	6-7
Notes to the Financial Statements	8-16



#### **Independent Accountant's Review Report**

To the Board of Directors Kimley-Horn and Associates, Inc. Raleigh, North Carolina

We have reviewed the accompanying financial statements of Kimley-Horn and Associates, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations, changes in shareholder's equity and other comprehensive income (loss), and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

#### **Accountant's Responsibility**

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants ("AICPA"). Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

#### **Accountant's Conclusion**

Charry Bolant UP

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Raleigh, North Carolina March 18, 2020

### **BALANCE SHEETS**

# DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2019	2018
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 32,754,703	\$ 26,163,550
Marketable securities, held to maturity, current	109,179,775	72,491,809
Receivable from affiliates	5,054,308	1,013,751
Accounts receivable – trade, net	246,495,280	214,954,151
Costs and estimated earnings in excess		
of billings on uncompleted contracts	20,704,985	16,652,527
Accounts receivable – other	5,382,817	4,291,426
Notes receivable, net, current	211,000	165,618
Deposits, current	2,504	114,435
Prepaid expenses, current	28,156,872	20,506,163
Income taxes receivable	4,482,691	4,376,054
Total Current Assets	452,424,935	360,729,484
Properties and Equipment:		
Vehicles	130,009	216,777
Office furniture and equipment	65,791,229	64,470,100
Buildings and leasehold improvements	36,304,237	32,933,002
	102,225,475	97,619,879
Less accumulated depreciation	(57,863,609)	(56,949,809)
Depreciable Properties and Equipment, Net	44,361,866	40,670,070
Land	6,146,776	6,146,776
Total Properties and Equipment, Net	50,508,642	46,816,846
Other Assets:		
Marketable securities, held to maturity, noncurrent	20,927,483	39,568,052
Notes receivable due after one year, net	829,000	585,500
Deposits, noncurrent	1,029,265	857,592
Prepaid expenses, noncurrent	7,391,049	284,987
Goodwill, net	226,417	259,417
Other	1,407,071	1,500,756
Total Other Assets	31,810,285	43,056,304
Total Assets	\$ 534,743,862	\$ 450,602,634

**BALANCE SHEETS (CONTINUED)** 

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2019	2018
LIABILITIES AND SHAREHOLDER'S EQUITY	2019	2018
Current Liabilities:		
Accounts payable – trade	\$ 54,267,889	\$ 47,979,203
Billings in excess of costs and estimated	Ψ 01,201,000	Ψ 11,010,200
earnings on uncompleted contracts	75,496,643	63,470,221
Accrued salaries and wages	149,771,180	124,518,929
Accrued vacation payable	19,934,897	17,524,312
Accrued retirement plan contributions	72,913,012	59,623,943
Deferred income, current	124,256	124,256
Other current liabilities	83,430	79,334
Total Current Liabilities	372,591,307	313,320,198
Long-Term Liabilities:		
Tax liability due to affiliates	3,195,307	2,417,551
Deferred tax liabilities, noncurrent	3,315,745	3,387,210
Deferred income, noncurrent	1,025,107	1,149,363
Other long-term liabilities	1,098,377	1,055,251
Total Long-Term Liabilities	8,634,536	8,009,375
Total Liabilities	381,225,843	321,329,573
Shareholder's Equity:		
Common stock, stated value of \$1.00 per share. Authorized		
100,000 shares, issued and outstanding 35,771 shares	35,771	35,771
Paid-in capital	8,798,275	8,798,275
Retained earnings	144,937,528	120,641,494
Accumulated other comprehensive loss	(253,555)	(202,479)
Total Shareholder's Equity	153,518,019	129,273,061
Total Liabilities and Shareholder's Equity	\$ 534,743,862	\$ 450,602,634

### STATEMENTS OF OPERATIONS

# YEARS ENDED DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2019	2018
Revenues:		
Gross revenues	\$1,112,986,387	\$ 907,344,124
Less direct client expenses	242,782,115	200,750,586
Net Professional Fees	870,204,272	706,593,538
Operating Expenses:		
Employee compensation	604,894,752	490,546,964
Payroll overhead expense	162,550,398	130,476,589
Travel expenses	12,885,331	11,668,298
Professional expenses	22,519,044	20,095,447
Office supplies and expenses	14,080,318	10,589,335
Property costs	34,422,131	28,423,544
Telephone expense	3,439,835	3,238,949
General liability insurance	3,866,475	4,140,758
Depreciation and amortization	10,360,850	9,440,391
Legal, accounting, and other professional services	6,413,788	4,454,808
Software costs	11,919,397	8,744,695
Interest expense	817	3,332
Provision for uncollectible accounts	762,986	805,219
Less operating expenses included in direct client expenses	(43,064,297)	(35,694,768)
Total Operating Expenses	845,051,825	686,933,561
Earnings from operations	25,152,447	19,659,977
Other income, net	5,861,625	3,419,245
Earnings before income taxes	31,014,072	23,079,222
Income tax expense	6,718,038	6,023,231
Net earnings	\$ 24,296,034	\$ 17,055,991

# STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY AND OTHER COMPREHENSIVE INCOME (LOSS)

YEARS ENDED DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	Commo Shares	on Stock Amount		Common Stock res Amount			Additional Paid-In Retained Capital Earnings			Other nprehensive ome (Loss)	Total Shareholder's Equity
Balance December 31, 2017	35,771	\$	35,771	\$	8,798,275	\$103,585,503	\$	(304,108)	\$ 112,115,441		
Comprehensive income:											
Change in unrecognized costs of post-retirement health benefits, net of taxes	_		-		-	_		101,629	101,629		
Net earnings	-		_		_	17,055,991		-	17,055,991		
Comprehensive income									17,157,620		
Balance December 31, 2018	35,771		35,771		8,798,275	120,641,494		(202,479)	129,273,061		
Comprehensive income:											
Change in unrecognized costs of post-retirement health benefits, net of taxes	-		-		-	-		(51,076)	(51,076)		
Net earnings	-		_		-	24,296,034		-	24,296,034		
Comprehensive income									24,244,958		
Balance December 31, 2019	35,771	\$	35,771	\$	8,798,275	\$144,937,528	\$	(253,555)	\$ 153,518,019		

### STATEMENTS OF CASH FLOWS

# YEARS ENDED DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2019	2018
Cash flows from operating activities:		
Net earnings	\$ 24,296,034	\$ 17,055,991
Adjustments to reconcile net earnings to net cash provided	Ψ 21,200,001	Ψ 17,000,001
by operating activities:		
Depreciation and amortization	10,360,850	9,440,391
Deferred income	(124,256)	(124,256)
Deferred income taxes	(71,465)	(1,653,878)
Loss (gain) on disposal of properties and equipment	230,584	(99,601)
Gain on sales of marketable securities	(2,863,395)	(1,347,654)
Amortization of bond premium/discount	237,569	237,568
Provision for uncollectible accounts	508,024	630,000
Allowance, net of recovery, for uncollectible notes receivable	214,500	197,000
Changes in assets and liabilities:		
Accounts receivable – trade	(32,049,153)	(33,311,187)
Costs and estimated earnings in excess	,	,
of billings on uncompleted contracts	(4,052,458)	2,903,673
Accounts receivable – other	(1,091,391)	(2,187,305)
Receivable from affiliates	(4,040,557)	3,879,386
Prepaid expenses	(14,756,771)	(934,989)
Deposits and other assets	33,943	129,038
Income taxes receivable	(106,637)	3,229,107
Tax liability due to affiliates	777,756	785,957
Accounts payable – trade	6,288,686	3,298,387
Billings in excess of costs and estimated		
earnings on uncompleted contracts	12,026,422	13,202,197
Accrued compensation and expenses	40,951,905	39,415,851
Other long-term liabilities	(3,854)	(48,134)
Net cash provided by operating activities	36,766,336	54,697,542
Cash flows from investing activities:		
Purchases of properties and equipment	(14,259,266)	(11,986,742)
Proceeds from disposition of properties and equipment	9,036	97,656
Purchases of marketable securities, held to maturity	(487,421,571)	(358,545,861)
Sales of marketable securities, held to maturity	472,000,000	317,000,000
Issuance of notes receivable	(507,000)	(366,500)
Collections of notes receivable	3,618	107,862
Net cash used in investing activities	(30,175,183)	(53,693,585)

STATEMENTS OF CASH FLOWS (CONTINUED)

# YEARS ENDED DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	 2019	2018
Cash flows from financing activities:		
Net cash used in financing activities	\$ 	\$ 
Net change in cash and cash equivalents	6,591,153	1,003,957
Cash and cash equivalents, beginning of year	 26,163,550	 25,159,593
Cash and cash equivalents, end of year	\$ 32,754,703	\$ 26,163,550
Supplemental disclosures of noncash investing and financing activities:		
Change in amount recognized for post-retirement health benefits	\$ (68,010)	\$ 135,325
Supplemental cash flow information:		
Cash paid during the year for interest	\$ 817	\$ 3,332
Cash paid during the year for income taxes, net of refunds received of \$1,166,423 and \$86,393, respectively	\$ 6,101,450	\$ 3,694,899

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 1—Summary of significant accounting policies

*Nature of Business* - Kimley-Horn and Associates, Inc. (the "Company") is an indirect wholly-owned subsidiary of APHC, Inc. The Company provides engineering, planning, and environmental consulting services to public and private clients.

Revenue Recognition - The majority of the Company's revenue arrangements consist of a single performance obligation to transfer services. Revenue is recognized over time as performance obligations are satisfied.

Contract costs include direct labor, materials, equipment, and indirect costs allocable to contract performance. In addition, the Company routinely subcontracts services and incurs other direct costs on behalf of its clients. These costs are passed to clients and are included in the Company's revenue and cost of revenue.

Under lump sum contracts, contract revenues are recognized in the proportion that contract costs incurred bear to total estimated costs. Under cost-plus fixed fee contracts, the Company recognizes revenue based on actual direct costs incurred and the applicable portion of the fixed fee earned as of the balance sheet date. Under cost-plus contracts, contract revenues are recognized as contract costs are incurred, applying the right to invoice practical expedient.

Selling, general, and administrative costs are charged to expense as incurred.

The asset "Costs and estimated earnings in excess of billings on uncompleted contracts" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

Cash and Cash Equivalents - The Company considers all highly liquid, short-term investments with an original maturity of three months or less to be cash equivalents.

Marketable Securities - Debt securities are considered to be held to maturity and are reported at amortized cost.

Allowance for Uncollectible Accounts and Notes - An allowance for uncollectible accounts and notes is provided for using the allowance method, which is based on historical experience and management's evaluation of outstanding accounts and notes receivable at the end of each year. The allowance for uncollectible accounts and notes was approximately \$4,528,000 and \$3,870,000 as of December 31, 2019 and 2018, respectively.

*Properties and Equipment, Net* - All properties and equipment are stated at cost. Expenditures for maintenance and repairs are expensed as incurred. When items are disposed of or replaced, the cost and accumulated depreciation amounts are removed from the accounts, and any gain or loss is included in other income.

*Depreciation* - The cost of properties and equipment is depreciated using primarily the straight-line method over the following useful lives:

Type of Property	Life in Years
Vehicles	5 years
Office furniture and equipment	4 to 7 years
Leasehold improvements	Shorter of lease term or estimated useful life
Buildings	39 years

Depreciation expense totaled \$10,327,850 in 2019 and \$9,407,391 in 2018.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 1—Summary of significant accounting policies (continued)

Goodwill - The Company amortizes goodwill on a straight-line basis over a 10-year useful life and only evaluates goodwill for impairment at the entity level when a triggering event occurs. During the years ended December 31, 2019 and 2018, no triggering events occurred requiring impairment testing; therefore, no impairment loss was recorded. Goodwill and related accumulated amortization, respectively, were \$330,000 and \$103,583 in 2019 and \$330,000 and \$70,583 in 2018.

*Income Taxes* - The Company uses the cash method of accounting for income tax purposes. The income (loss) of the Company is included in the consolidated federal and state income tax returns of APHC, Inc. Where state income tax laws do not permit the filing of a consolidated income tax return, separate returns are filed. The Company provides for current income tax expense (benefit) on a separate company basis.

The Company is only subject to U.S. federal, state, and local tax examinations by taxing authorities for three years from the date of filing.

The Company uses the asset and liability approach to recognize the tax effects of temporary differences between financial reporting and tax purposes at enacted tax rates expected to be in effect when such amounts are recovered or settled.

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Other Comprehensive Income - Comprehensive income includes all nonshareholder changes in equity during a period and is divided into two broad classifications: net income and other comprehensive income ("OCI"). OCI includes revenues, expenses, gains, and losses that are excluded from earnings under U.S. generally accepted accounting principles. For the Company, OCI consists of amounts related to post-retirement health benefits.

Fair Value Measurements - The Company follows Accounting Standards Codification ("ASC") Topic 820, Fair Value Measurements and Disclosures, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. ASC 820 also establishes a framework for measuring fair value and expands disclosures about fair value measurements.

ASC Topic 820 establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 One or more significant inputs or significant value drivers that are unobservable or based on market assumptions.

All of the Company's investments were able to be valued using Level 1 inputs for fair value measurements.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 1—Summary of significant accounting policies (continued)

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

Cash and Cash Equivalents, Accounts Receivable, and Accounts Payable - The carrying amount approximates fair value because of the short maturity of these instruments.

Notes Receivable and Notes Payable - Since these notes have variable interest rates, the carrying value approximates the fair value.

New Accounting Pronouncement - In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement and to be classified as either finance or operating. This standard will be effective for the Company for the calendar year ending December 31, 2021. The Company is currently in the process of evaluating the impact of adoption on the financial statements.

Recently Adopted Accounting Pronouncement - In May 2014, FASB issued ASU 2014-09, Revenue from Contracts with Customers. Under the new standard, a company recognizes revenue when it delivers promised services to clients in the amount the company is due in exchange for those services. This standard also includes expanded disclosure requirements about the nature, amount, timing, and uncertainty of revenue and cash flows arising from existing contracts with clients. The Company adopted the new standard effective January 1, 2019, using the modified retrospective approach. The adoption did not have a significant impact on the Company's financial position, results of operations, or cash flows for the year ended December 31, 2019.

As part of the adoption, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. There is not a significant impact as a result of electing these practical expedients.

# Note 2—Marketable securities, held to maturity

The amortized cost of marketable securities, held to maturity as of December 31, 2019 and 2018 were \$130,107,258 and \$112,059,861, respectively. Future maturities of marketable securities, held to maturity are as follows:

	Amortized Cost		
Amounts maturing in:		_	
One year or less	\$	109,179,775	
After one year through five years		20,927,483	
	\$	130,107,258	

Expected maturities may differ from contractual maturities because issuers may have the right to call or prepay obligations without call or prepayment penalties.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 2—Marketable securities, held to maturity (continued)

Management evaluates marketable securities for other-than-temporary impairment at least on an annual basis, and more frequently when economic or market concerns warrant such evaluation. No marketable securities were deemed to be impaired as of December 31, 2019.

The financial statements include \$1,463,329 and \$969,285 of accrued interest receivable related to these marketable securities as of December 31, 2019 and 2018, respectively, which are included in accounts receivable - other.

# Note 3—Other comprehensive income

The components of other comprehensive income (loss) are summarized below for the years ended December 31:

		2019	
	Before-Tax	Tax	After-Tax
	Amount	Effect	Amount
Other comprehensive income (loss):			
Post-retirement health benefits	\$ (68,010)	\$ 16,934	\$ (51,076)
		2018	
	Before-Tax	Tax	After-Tax
	Amount	Effect	Amount
Other comprehensive income (loss):			
Post-retirement health benefits	\$ 135,325	\$ (33,696)	\$ 101,629

See also Note 10.

#### Note 4—Litigation and claims

In the normal course of business, the Company is, on occasion, named as a defendant in legal actions. The Company carries professional liability insurance, subject to certain deductibles and policy limits. While management does not believe that the resolution of these claims will have a material adverse effect on the Company's financial position, results of operations, or cash flows, management acknowledges the uncertainty surrounding the ultimate resolution of these matters. As of December 31, 2019 and 2018, the Company has recorded a liability of \$2,825,000 and \$2,750,000, respectively, for outstanding claims included in accounts payable – trade, which represents the best estimate of the probable loss associated with these claims.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 5—Related party transactions

The Company provides management and engineering services, administrative support, benefits administration, data processing, and accounting services to affiliated corporations. Included in net professional fees is \$62,500 and \$22,500 for 2019 and 2018, respectively, billed for other management and administrative services. Receivable from affiliates consists of \$5,054,308 and \$1,013,751 for 2019 and 2018, respectively, due from affiliated corporations for engineering services.

The Company pays income taxes on behalf of APHC, Inc. and its wholly-owned subsidiaries, resulting in a tax receivable or liability based on the Company's financial results. The tax liability due to affiliates was \$3,195,307 and \$2,417,551 as of December 31, 2019 and 2018, respectively.

#### Note 6—Line of credit

The Company has a line of credit with a financial institution that bears interest at the 30-day London Interbank Offered Rate (LIBOR) plus 1.35% (3.113% and 3.870% as of December 31, 2019 and 2018, respectively). The accrued interest is paid monthly and the outstanding principal balance is due upon maturity. In addition, the Company pays a quarterly fee for the unused portion of the line. The Company's assets serve as collateral for this line of credit.

The line of credit is a \$10,000,000 operating line of credit and expires on May 1, 2020. The Company had no borrowings under the line of credit as of December 31, 2019 and 2018.

#### Note 7—Lease commitments

The Company leases office space under operating lease agreements.

As of December 31, 2019, the minimum future rentals payable under the noncancellable portions of operating leases are as follows:

2020	\$ 28,877,819
2021	32,819,448
2022	32,009,082
2023	29,082,109
2024	28,482,148
Thereafter	86,505,775
	\$ 237,776,381

Total rent expense under these lease agreements recognized on a straight-line basis over the term of the lease including any periods of free rent was \$33,154,667 and \$27,233,563 for 2019 and 2018, respectively.

During 2014, the Company sold a building to an unrelated entity for \$8,500,000. Concurrent with the sale, the Company leased back the building for 15 years at a monthly rate of \$54,667 plus annual escalations of 1%. The monthly rates in 2019 and 2018 were \$57,455 and \$56,886, respectively. Accordingly, the gain on sale of \$1,863,835 has been deferred and is being recognized over the 15-year lease term.

# NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

# Note 8—Employee retirement plans

The Company has an employee Retirement Savings and Pension Plan, which includes a 401(k) employee deferral and a Company match. The plan also allows for a profit-sharing benefit, which is determined annually by the Board of Directors.

The Company has a defined contribution Retirement Annuity Plan whose purpose is to provide a retirement benefit for individuals whose compensation exceeds the salary cap imposed by the Internal Revenue Service when computing retirement benefits.

Contributions to the employee retirement plans for the years ended December 31, 2019 and 2018 are as follows:

	2019	2018
Plan contributions	\$ 88,983,073	\$ 72,730,241
Less forfeitures	(1,185,358)	(1,599,961)
Total Contributions	\$ 87,797,715	\$ 71,130,280

These contributions are included in payroll overhead expense.

#### Note 9—Income taxes

Income tax expense (benefit) for the years ended December 31, 2019 and 2018 are as follows:

	 2019		2018
Current:			
Federal	\$ 4,523,369	\$	5,361,716
State	 2,232,266		2,349,088
	 6,755,635		7,710,804
Deferred:			
Federal	(30,548)		(1,287,223)
State	 (7,049)		(400,350)
	 (37,597)		(1,687,573)
	\$ 6,718,038	\$	6,023,231

# NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

# Note 9—Income taxes (continued)

The components of deferred income taxes as of December 31, 2019 and 2018 are as follows:

	2019		2018	
Deferred tax assets:				
Net operating loss and other tax carryforwards - state and federal	\$	602	\$	684
Temporary differences for reimbursed expenses		267,936		222,782
Post-retirement health benefits		158,693		141,759
Goodwill amortization		103,495		84,804
Accrual to cash adjustment		1,289,811		683,059
Total deferred tax assets		1,820,537		1,133,088
Deferred tax liabilities:				
Accrual to cash adjustment		-		(1,087)
Depreciation		(5,136,282)		(4,519,211)
Total deferred tax liabilities		(5,136,282)		(4,520,298)
Net deferred tax liabilities	\$	(3,315,745)	\$	(3,387,210)

No valuation allowance for deferred tax assets was required as of December 31, 2019 and 2018. Management believes it is more likely than not that the deferred tax assets will be recovered by future taxable income.

A reconciliation of the expected income tax expense (benefit) at the parent's federal statutory rate of 21% and income tax expense (benefit) for the years ended December 31, 2019 and 2018 is as follows:

	2019			2018
Expected income tax expense at statutory rate	\$	6,512,955	\$	4,846,637
State income taxes, net of federal benefit		1,784,039		1,631,504
Research and development tax credit		(2,663,245)		(1,797,947)
Permanent differences		1,070,106		1,363,010
Foreign items		100,091		(30,748)
Other		(85,908)		10,775
	\$	6,718,038	\$	6,023,231

As of December 31, 2019, the Company has net operating loss carryforwards for state income tax purposes of \$15,547 which are available to offset future state taxable income, if any, for the next 15 years.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018 (SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 10—Other liabilities

The Company has a Post-Retirement Healthcare Plan (the "Plan"). Participation in this Plan is determined by the Board of Directors. The Company has currently designated certain retired individuals and their dependents as participants in the Plan. The Company's intent is that no new participants will be added to the Plan. The Plan provides supplemental Medicare insurance under terms described in the Plan. The Plan also provides long-term care insurance, vision insurance, and dental insurance.

The measurement date for the post-retirement benefit plan is December 31.

The components of net periodic post-retirement benefits cost recognized in the statements of operations for 2019 and 2018 consist of the following:

	 2019		
Interest cost	\$ 42,717	\$	40,349
Amortization of unrecognized losses	18,991		26,939
Amortization of prior service costs	 (1,692)		(1,692)
Net periodic post-retirement benefits cost	\$ 60,016	\$	65,596

Benefits paid by the Company totaled \$80,804 and \$80,034, respectively, in the years ended December 31, 2019 and 2018.

Amounts recognized in the balance sheets as of December 31 consist of the following:

	2019	 2018
Accumulated post-retirement benefit obligation Fair value of plan assets	\$ (1,181,807)	\$ (1,134,585)
Funded status	\$ (1,181,807)	\$ (1,134,585)

Amounts recognized in accumulated other comprehensive income that have not yet been recognized as components of net periodic post-retirement benefits cost as of December 31 consist of the following:

	 2019		2018
Net actuarial losses	\$ (427,608)	\$	(361,290)
Prior service costs	 15,360		17,052
	\$ (412,248)	\$	(344,238)

The net (gain) loss and prior service costs (credit) that will be amortized from accumulated other comprehensive income into net periodic post-retirement benefits cost over the next fiscal year are \$26,402 and (\$1,692), respectively.

#### NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

#### Note 10—Other liabilities (continued)

The accumulated post-retirement benefit obligation was determined using a discount rate of 2.75% and 3.90% for 2019 and 2018, respectively. The assumed healthcare cost trend rate for 2019 is 6.00%, decreasing in each future year to 4.80% for 2032 and remaining at that level thereafter. Increasing the assumed healthcare cost trend rates by one percentage point would increase the accumulated post-retirement benefit obligation as of December 31, 2019 by approximately \$102,000.

The benefits projected to be paid from the post-retirement benefit plan in each year 2020 through 2024 are approximately \$83,000, \$85,000, \$85,000, \$85,000, and \$85,000, respectively. The aggregate benefits projected to be paid in the five years from 2025 through 2029 are approximately \$406,000. The projected benefits are based on the same assumptions used to measure the Company's benefit obligation as of December 31.

#### Note 11—Concentrations of credit risk

The Company places its cash and cash equivalents on deposit with financial institutions in the United States. The Federal Deposit Insurance Corporation covers \$250,000 for all interest-bearing deposit accounts. During the year, the Company may have had amounts on deposit in excess of the insured limits. The cash balances are maintained at financial institutions with high credit quality ratings and the Company believes no significant risk of loss exists with respect to those balances.

## Note 12—Commitments and contingencies

The Company has a Health Insurance Continuation Plan, which allows retired principals to continue their group health coverage under the Company's existing group health plan. Participants pay the cost of health insurance premiums for this coverage.

#### Note 13—Subsequent events

The Company has evaluated subsequent events through March 18, 2020, the date these financial statements were available to be issued, and has determined there are no subsequent events that require disclosure.



# Kimley-Horn and Associates, Inc.

# **Billing Rates**

Classification	Billing Rate
Analyst	\$135.00
Clerical	\$88.00
Principal	\$300.00
Professional 1	\$151.00
Professional 2	\$198.00
Senior Professional 1	\$239.00
Senior Professional 2	\$273.00
Senior Support Staff	\$179.00
Support Staff	\$118.00



#### 2020 Rate Schedule

BILLING UNIT	HOURLY RATE
Survey Field Crew	\$200.00
Project Surveyor (CAD)	\$125.00
Field Crew Supervisor	\$125.00
Survey Project Manager	\$165.00
Principal Professional Land Surveyor/PSM	\$185.00

Rates shown are subject to change annually by adding a cost of living increase equal to the Consumer Price Index-Urban (CPI-U).



# **H2R Corp**

Job Classification	Employee	EOM	Rate	
Engineer 2	Yves Delmas	Hour	\$	119.35
Engineer 2	Min Ahn	Hour	\$	119.35
Engineering Intern	Roshan Poudel	Hour	\$	81.04
Engineering Intern	Omar Muriel	Hour	\$	81.04
Senior Engineer 1	Thai Ngyuen	Hour	\$	176.82
Senior Engineer 1	David Rancman	Hour	\$	176.82
Geotechnical Technician	Gianfranco Salazar	Hour	\$	67.78
Senior Geotechnical Technician	Johnny Marin	Hour	\$	97.98
Senior Geotechnical Technician	Andres Echeverry	Hour	\$	97.98

#### **EXHIBIT C**

# **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

# B. Liability Insurance.

- (1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.
- (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Тур	e of Insurance	Limits of Liability				
GEN	NERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate				
* Po	licy to be written on a claims inc		, &			
	comprehensive form	bodily injury and pr	operty damage			
XX —	premises - operations explosion & collapse hazard	bodily injury and pr	operty damage			
	underground hazard					
XX	products/completed operations hazard	bodily injury and pr	operty damage co	ombined		
XX	contractual insurance	bodily injury and pr	operty damage co	ombined		
XX	broad form property damage	bodily injury and pr	operty damage co	ombined		
XX	independent contractors	personal injury				
XX	personal injury					
AUI	TOMOBILE LIABILITY:		njury (each persoi	e and \$1,000,000 Per n) bodily injury (each njury and property		
	comprehensive form owned					
	hired					
XX	non-owned					
REA	L & PERSONAL PROPERTY	 ζ				
	comprehensive form	Agent must show pr	roof they have thi	s coverage.		
EXC	CESS LIABILITY		Per Occurrence	Aggregate		
XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000		
PRC	FESSIONAL LIABILITY		Per Occurrence	Aggregate		

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

XX \* Policy to be written on a claims made basis

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

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

- D. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:
  - (1) Certificates of Insurance evidencing the required coverage;
  - (2) Names and addresses of companies providing coverage;
  - (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. <u>Waiver of Subrogation</u>. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

Client#: 25320 KIMLHORN

#### ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2020

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

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

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PRODUCER	CONTACT Jerry Noyola					
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866	-550-4082				
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: jerry.noyola@greyling.com					
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A: National Union Fire Ins. Co.	19445				
INSURED	INSURER B: Aspen American Insurance Company 43460					
Kimley-Horn and Associates, Inc.	INSURER C : New Hampshire Ins. Co.	23841				
421 Fayetteville Street, Suite 600	INSURER D : Lloyds of London	085202				
Raleigh, NC 27601	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 20-21 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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY	INOR	WVD			04/01/2021	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR			^			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	X	Contractual Liab						MED EXP (Any one person)	\$25,000
			Δ	DD	ROVED	CDA C		PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:				Ody		GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC	By	Da	nielle Thorpe at 10:25 a	am, Apr 1	3, 2020	PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>2,000,000</b>
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В		UMBRELLA LIAB X OCCUR			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE	\$5,000,000
	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED X RETENTION \$0							\$
С		RKERS COMPENSATION EMPLOYERS' LIABILITY			015893685 (AOS)	04/01/2020	04/01/2021	X PER OTH-	
Α	. 1/N		N/A		015893686 (CA)	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	D Professional Liab				B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,00	0
								Aggregate \$2,000,00	00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job #0409850xx; Professional Engineering & Related Services for an Update for the Pompano Beach Airpark
Master Plan; L-60-16; Kevin Clarke. The City of Pompano Beach is named as an Additional Insured with
respects to General Liability where required by written contract. Should any of the above described policies
be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10
days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION			
City of Pompano Beach Risk Manager 1201 NE 5th Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Pompano Beach, FL 33060-0000	AUTHORIZED REPRESENTATIVE			
	DAH. Collinga			

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