CITY OF POMPANO BEACH, FLORIDA

# **PROFESSIONAL CONSULTING AGREEMENT**

with

CHEN MOORE 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 Chen Moore and Associates, Inc. a Florida corporation, 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 Peter Moore

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. 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 <u>RecordsCustodian@copbfl.com</u>

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:**

Chen Moore and Associates, Inc 500 West Cypress Creek Rd, Suite 630 Ft Lauderdale, Florida 33309

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

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

# **ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

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

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

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

## **ARTICLE 30 – GOVERNING LAW**

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

# **ARTICLE 31 - BINDING EFFECT**

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

# THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

# **"CITY"**

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

Attest:

# **CITY OF POMPANO BEACH**

ASCELETA HAMMOND, CITY CLERK

By:\_\_\_\_\_\_ REX HARDIN, MAYOR

(SEAL)

By:\_\_\_\_

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

	" <u>CONSULTANT"</u>
Witnesses: Megan Schmidt	Chen Moore and Associates, Inc. By: Peter M. Moore, President
(Print or Type Name)	
Landaullof	
Melissa Dannelly U (Print or Type Name)	

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  $\boxtimes$  physical presence or  $\square$  online notarization this <u>24</u> day of <u>March</u>, 20<u>21</u> by Peter M. Moore as President of Chen Moore and Associates, Inc., a Florida corporation on behalf of the corporation. <u>He is personally known to me or who has produced</u> (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Johanna Zona

(Name of Acknowledger Typed, Printed or Stamped)

GG 178758 Commission Number



July 23, 2020

# CITY OF POMPANO BEACH, FLORIDA

# REQUEST FOR LETTERS OF INTEREST T-25-20

# CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

The City will receive sealed proposals until <u>2:00 p.m. (local), August 24, 2020.</u> 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: <u>https://pompanobeachfl.ionwave.net</u>. 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: <u>Adopted</u>
   <u>Capital Improvement Plan FY 2020-2024</u>
- 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. <u>Scope of Services</u>

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. <u>Task/Deliverables</u>

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. <u>Term of Contract</u>

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>:

1. 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>™</sup>. <u>The designated</u> <u>web-based application license(s) shall be provided by the City to the Prime</u> <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. Local Business Program

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

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

- 1. TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
- 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 fulltime 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: <u>www.pompanobeachfl.gov</u> 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. <u>Required Proposal Submittal</u>

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. Insurance

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

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

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

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

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

Throughout the term of this Agreement, CONTRACTOR and <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</u> <u>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

bodily injury and property damage

bodily injury and property damage

\* Policy to be written on a claims incurred basis

- XX comprehensive form
- XX premises operations
- \_\_\_ explosion & collapse hazard
- \_\_\_\_ underground hazard
- XX products/completed bodily injury and property damage combined operations hazard

XX XX XX XX	contractual insurance broad form property damage independent contractors personal injury	bodily injury and pro bodily injury and pro personal injury						
	sexual abuse/molestation	Minimum \$1,000,00	0 Per Occurrenc	e and Aggregate				
	liquor legal liability	Minimum \$1,000,00	0 Per Occurrenc	e and Aggregate				
AUT	OMOBILE LIABILITY:	Minimum \$1,000,000 Bodily injury (each pe Property damage, bo combined.	erson) bodily inju	ry (each accident),				
XX XX XX XX	comprehensive form owned hired non-owned							
REAL & PERSONAL PROPERTY								
	comprehensive form	Agent must show proof they have this coverage.						
EXCESS LIABILITY			Per Occurrence	Aggregate				
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000				
PRO	FESSIONAL LIABILITY		Per Occurrence	Aggregate				
XX	* Policy to be written on a clair	ns made basis	\$1,000,000	\$1,000,000				
(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.								
СҮВ	ER LIABILITY		Per Occurrence	Aggregate				
	* Policy to be written on a claims 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. <u>Selection/Evaluation Process</u>

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.

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Proposals will be evaluated using the following criteria.

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

- b. Number of technical staff
- c. Qualifications of technical staff:
- (1) Number of licensed staff
- (2) Education of staff

3

(3) Experience of staff on similar projects

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

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

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

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
 Florida Small and Minority Business Assistance Act of
 1985? (Certification of any sub-contractors should also be included with the response.)

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.

<u>Value of Work Previously Awarded to Firm (Tie-breaker)</u> - 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

0-15

0-15

0-15

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

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

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

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

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

## I. Hold Harmless and Indemnification

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

## J. <u>Right to Audit</u>

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. <u>Retention of Records and Right to Access</u>

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 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. <u>No Discrimination</u>

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. <u>Staff Assignment</u>

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. <u>Contract Terms</u>

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. <u>Waiver</u>

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. <u>Termination</u>

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. <u>Manner of Performance</u>

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. <u>Acceptance Period</u>

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. <u>Conditions and Provisions</u>

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. <u>Standard Provisions</u>

## 1. <u>Governing Law</u>

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. <u>Licenses</u>

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. <u>Conflict Of Interest</u>

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. <u>Public Entity Crimes</u>

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. <u>Patent Fees, Royalties, And Licenses</u>

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. <u>Permits</u>

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. <u>Familiarity With Laws</u>

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. <u>Composition Of Project Team</u>

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 <u>RecordsCustodian@copbfl.com</u>

## X. <u>Questions and Communication</u>

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	
Email Address	

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

#### **PROJECT TEAM**

SOLICITATION NUMBER

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

PRIME

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

(use attachments if necessary)

#### COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS 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 that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



#### **Exhibit – Contractor Performance Report**



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

## CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

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

CATEGORY	RATING	COMMENTS
<ul> <li>1. Quality Assurance/Quality</li> <li>Control <ul> <li>Product/Services of high quality</li> <li>Proper oversight</li> <li>Communication</li> </ul> </li> </ul>	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<ul> <li>3. Close-Out Activities</li> <li>- Restoration/Cleanup</li> <li>- Deliverables met</li> <li>- Punch list items addressed</li> </ul>	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	
<ul> <li>6. Construction Schedule</li> <li>Adherence to schedule</li> <li>Time-extensions</li> <li>Efficient use of resources</li> </ul>	Poor =1 Satisfactory =2 Excellent =3	
SCORE		ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

#### **Exhibit – Contractor Performance Report**

#### 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.* 

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

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

Comments, corrective actions etc., use additional page if necessary:

## City of Pompano Beach Florida

## Local Business Subcontractor Utilization Report

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

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

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

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

#### Local Business Subcontractor Utilization Report Instructions

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

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

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

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

Solicitation # & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

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

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

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_ a partnership

a joint venture

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

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

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

\_\_\_\_\_

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

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

LOCAL BUSINESS EXHIBIT "B"

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

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

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

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

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

3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes \_\_\_\_ No

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

4. Did you advertise in local publications?

\_\_\_\_ Yes \_\_\_\_ No

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

- 5. What type of efforts did you make to assist Local Businesses in contracting with you ?
- 7. List the Local Businesses you will utilize and subcontract amount.

	 \$
	 \$
Other comments:	 
Sther comments:	 

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

# T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES August 24, 2020





# **Contact: Eric Harrison, RLA**

Project Manager Telephone: +1 (954) 730-0707, Ext. 1097 Fax: +1 (954) 730-2030 eharrison@chenmoore.com Office Location 500 West Cypress Creek Road, Suite 630 Fort Lauderdale, FL 33309



# Section 1 - Table of Contents

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

**CHEN MOORE AND ASSOCIATES** 

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# Section 2 - Letter of Transmittal

CHEN MOORE AND ASSOCIATES

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES **500 West Cypress Creek Road, Suite 630 Fort Lauderdale, FL 33309** Office: +1 (954) 730-0707



## 2. Letter of Transmittal

August 24, 2020

Purchasing Office 1190 N.E. 3rd Avenue, Building C (Front) Pompano Beach, Florida 33060 Re: T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

Dear Selection Committee,

Chen Moore and Associates (CMA) is grateful for the opportunity to submit our response for landscape architecture for the City of Pompano Beach. CMA is a civil engineering and landscape architecture firm founded in 1986 with five offices in Florida. The firm has extensive experience in the City of Pompano Beach and throughout South Florida with civil engineering, utility engineering, landscape architecture, transportation, stormwater master planning, government permitting and construction management. Among our strengths is our landscape architecture portfolio of projects over the past decade. CMA is an excellent fit for this contract.

Our landscape architecture team provides continuing services to many municipalities and government entities throughout the state including the cities of Miami, Miami Beach, Miami Gardens, Fort Lauderdale, Coral Springs, Delray Beach, Wellington, Palm Beach Gardens, West Palm Beach, Wilton Manors, and St. Lucie County. Additionally, they hold Districtwide Landscape Architecture contracts with Florida Department of Transportation Districts 1 and 6. They are familiar with the pace and variety of assignments demanded through continuing services. Our team of highly specialized staff and subconsultants will meet or exceed the City's needs under the proposed contract. Mr. Eric Harrison, RLA, will serve as the primary contact and Project Manager. Eric has over 15 years of professional experience in the planning, design, permitting, and implementation of capital improvements projects throughout the state of Florida.

Our LA department includes six registered landscape architects, two AICP certified planners, one certified irrigation designer, and additional design support staff. Eric has worked on multiple projects in the City of Pompano Beach. These include Old Pompano Area Improvements, Avondale Stormwater Improvements, and Lift Station 44. As such, Eric is extremely familiar with the importance of Tree Assessments and surveys and the intricacy of working with the Urban Forestry department. Through his experience working in the City, he is familiar with the demands of communicating with City Residents.

Corporate Name Firm: Chen Moore and Associates Federal Tax Identification No.: 59-2739866 Address: 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309 Phone: +1 (954) 730-0707, Extension 1097 Fax: +1 (954) 730-2030 Contact for the Submission: Eric Harrison, RLA – Project Manager – eharrison@chenmooore.com

Our subconsultants are as follows: **Chappell Group, Inc.** (environmental services), **PanGEO Consultants** (geotechnical engineering), **MUE Engineers, Inc.** (structural engineering), **WSP USA** (mechanical, electrical, and plumbing engineering) and **Stoner and Associates, Inc.** (surveying and subsurface utility engineering). Our proposed team has worked together on multiple projects. Lastly, CMA has included subconsultants that are local City of Pompano Beach business, estimating more than 15% of the work designated for such businesses.

We know that we can deliver the projects through this contract for the City of Pompano Beach, because of our experience and familiarity with the city and with similar projects resulting from continuing services. We have experience and good relationships with the regulating agencies involved in permitting any of these projects. Most

importantly, we are passionate about our work. We love what we do and we have fun doing it. We want to provide the city with responsive service and high quality projects to increase quality of life for the City and its residents. Each member of the CMA team is committed to providing the City of Pompano Beach with responsive professional services. We are looking forward to the opportunity to present our qualifications and approach to this project in more detail to the selection committee. Should you have any questions, please do not hesitate to contact me at 954.730.0707, ext.1078 or cbetancourt@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES Cristobal Betancourt, RLA, AICP, Principal – Landscape Architecture/Planning

# Section 3 - Technical Approach

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

**CHEN MOORE AND ASSOCIATES** 

# **TECHNICAL APPROACH**

## **Project Understanding**

The City of Pompano Beach is building a library of professional services consultants to provide services on an as needed basis. At a minimum, we anticipate the following types of assignments, as described in the RFQ:

- 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

In addition, we can provide the following services:

- Landscape plans review
- Sustainable Green initiatives and maintenance solutions
- Open space, recreational, urban and environmental planning
- Development and design for annual maintenance programs for existing and new plants, trees, and shrubs.
- Irrigation projects and maintenance consultation
- Prepare urban design guidelines
- Grant application and administration
- Streetscape/hardscape design
- Parks and recreation facility design
- Improvements to sport elements and conversion of grass areas to synthetic turf
- Master planning and redevelopment planning
- Planting and maintenance schedules and manuals
- Analysis and evaluation of existing landscape conditions
- Community involvement and presentations to staff
- Prepare and present conceptual design and budgets to staff and commissioners
- Site master planning, selection and design of annual planting areas, maintenance and refurbishment of existing landscape and irrigation projects
- Compliance with all existing City and Broward County policies, to include but not limited to: land development codes, building codes and all environmental regulations for local and state requirements.
- Preparation of plans and specification for site layout and circulation, aesthetic grading, construction details, planting design and details, and soft scope elements.
- Landscaping reconstruction projects following extreme weather events

Our team has been structured to exceed your expectations. The project team will be led by Chen Moore and Associates (CMA) as the prime consultant. We will utilize our in house staff of planners, landscape architects, civil engineers, arborists, and irrigation designers in an integrated approach to provide project management, project due diligence, site analysis, public outreach and design solutions for each assignment.

We understand that we will work with multiple departments at the City of Pompano Beach with different goals and priorities. As the in-house landscape architecture department to a civil engineering led firm, we are just as comfortable working with the City's Engineering and Utilities departments as we are with planning and parks and recreation. We understand the diversity of Pompano Beach through the services we have provided on the Pompano Beach Municipal Golf Course, SFRTA headquarters, and work directly for the City, such as the Old Pompano Area Improvements and the Avondale Stormwater Improvements.





### **Our Philosophy**

We identify ourselves as Public Space Designers and take this approach into every project. Our design approach is to provide flexible spaces for diverse users that are safe and enjoyable. As our communities accommodate more multimodal transportation solutions, it is more important to balance vehicular and pedestrian circulation. We endeavor to site facilities in a manner that respects the land, celebrates site history and archeology, incorporates stormwater management practices, considers wildlife and biodiversity, select sustainable materials, provide universal accessibility recognizing personal mobility limitations, provide adequate space for active recreation, and most especially, design spaces that are memorable and improve quality of life.

### **Standard Project Approach**

CMA understands the varied demands of Continuing Services Contracts. Ensuring the successful completion of a project begins with careful listening and planning. It is critical to clearly define the project scope and goals for all stakeholders prior to beginning the work effort. CMA understands the need to provide



innovative and sustainable solutions on time and within budget. Our process for project delivery has been carefully developed through our many years of experience serving government clients. Our outlined steps are a guide to how we work. We recognize that each project will have its own specific needs based on scale, community interest and geographic location.

#### 1. Scope of Work

Defining a clear project scope leads to successful projects. We will meet with City of Pompano Beach (CPB) to get a clear understanding of the desired project outcome and budget prior to providing any fee proposals. CMA will work with CPB to identify goals, deliverables, needed subconsultants and public outreach efforts necessary for plan development. We will request any existing information CPB may have on record, such as surveys, existing permits, geotechnical reports, master plan studies, etc. that may aid in developing a clear understanding of the requested work assignment. We will provide CPB with a defined scope and fee and project schedule for the task assignment.

#### 2. Due Diligence/Inventory and Site Analysis

The CMA team will perform due diligence and analysis by confirming which permitting agencies will have jurisdiction over the project, performing site visits to collect field information, analyzing other master plans impacting the site (such as transportation or utilities that will impact site development), and compile the information into a Due Diligence report to review with CPB. The Due Diligence report will contain project background, land use and zoning analysis, utilities analysis, environmental analysis, stormwater analysis, transportation connectivity analysis, neighborhood connectivity analysis, site inventory and analysis, and any additional elements that are unique to the project site, for example cultural or archeological analysis.

#### 3. Develop Project Schedule

Once we have a clear understanding of the permitting process, we will develop an initial schedule to review with the CPB at the project Kick-off meeting. Our schedules are typically prepared in Microsoft Project. Our detailed schedules build in time not only for the design process, but also time for our internal quality control effort and time for the client to review and comment on our project deliverables. This way the City has a clear understanding of the work effort involved in the project and can track and monitor our progress. We will work with the City to develop milestone dates at the project's inception that are mutually agreeable.

#### 4. Kick-off Meeting

At the Kick-off meeting, we will meet with the City's project manager, any key city staff, and sub-consultants to review the project goals, schedule, and process. At the conclusion of the kick-off meeting, we will have agreed upon the project deliverables, milestone dates, the project critical path, and the project goals. Meeting minutes and an updated schedule memorializing the kick-off meeting will be distributed.



#### 5. Design Documents

The Schematic Design Phase includes the gathering of necessary base information needed to complete the work. This includes boundary and topographic surveys, geotechnical reports, traffic reports, etc. We will provide general site layouts of the overall site depicting the program elements that have been defined with the city. This submittal may also include preliminary utility and stormwater layouts, conceptual grading, landscape pallet and layout, preliminary site furnishings, and a preliminary opinion of probable cost. If appropriate, we'll include conceptual renderings of the projects to help communicate design intent. CMA will submit the documents one week prior to meeting with CPB to review the documents and the City's comments. Prior to the submittal of the documents, they will go through our internal Quality Control process. We assign the QC to a professional that is not directly involved with the design of the project to review the documents. This independent reviewer provides a fresh set of eyes to the document which in our experience identifies more potential conflicts that may arise as the project moves forward. The purpose of meeting after submitting the documents will be to get owner input in the development of the project, to update the project schedule as appropriate, and make decisions regarding next steps in the project.

#### 6. Design Development

The Design Development Phase will include the incorporation of owner comments from the Schematic Design Phase and refinement of previously submitted documents. In addition, we will incorporate the construction details and notes for each of the represented disciplines. As before, the documents will go through our QA/QC process and CMA will submit the documents prior to meeting with CPB to review the documents and the City's comments. We will meet to review progress, to update the project schedule as appropriate, and make decisions regarding next steps in the project.



#### 7. Construction Documents

The Construction Document Phase will include the incorporation of owner comments from the Design Development Phase and refinement of previously submitted documents. We will prepare the specifications package to coincide with the construction documents. The documents will go through our QA/QC process and CMA will submit the documents prior to meeting with the City to review the documents and the City's comments. We will meet to review the documents and finalize strategy for project bidding and refine the opinion of probable cost prior to issuing bid documents.

#### 8. Bid and Permit Documents

The construction documents will be prepared for public bid, we will prepare final quantities, and make any updates to the specifications package based on owner comments. The documents will be prepared for building permit submittal by the awarded contractor. We will provide a written specification of the qualities the awarded contractor should demonstrate in terms of project experience and financial stability.

#### 9. Construction Administration

After awarding of the project, our Construction Engineering Inspector will be assigned to the project. The construction administration process begins with a pre-construction meeting with the awarded contractor to address proposed construction schedule, any permitting coordination issues, and any questions regarding the permit documents. During the construction administration process CMA will respond to Contractor Requests for Information, Shop Drawing Reviews, and Product Submittals. We will develop an agreed upon regular site visit schedule with the city and issue site reports at each visit. We will provide a punch list at substantial completion.





#### 10. Project Close Out

After substantial completion, CMA will perform a final walk through to confirm that punch list items have been completed and provide certification letters for coastal permitting, utilities, stormwater, and landscape as required by the state, county, and city. At the end of the project, the Client Services manager will meet with the city team to evaluate the design team's performance on the project.

#### **Communication**

Communication between client and consultant is critical. CMA will work under the assumption that there may be multiple task orders open at any given time. In order to complete our assignments in a timely way, we recommend regular progress meetings on a mutually aggregable schedule. Meetings can be face to face, via conference call, or skype, but must be held at regular intervals with memorialization of topics covered in order to keep the CPB/CMA team moving towards our common goals.

### **Technical Capabilities**

Our landscape architecture team makes full use of the resources we have available. We have an established project approach and well as internal quality control program. In addition, our staff works with the latest software and cutting edge tools to make our design efforts more efficient and to leverage the visualization power currently available to us. Some of the software and internal programs available to the Chen Moore team are:

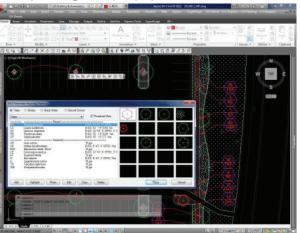
### **Standard Project Approach**

- QA/QC Program
- Land F/X for land planning, landscape architecture, and irrigation design
- AutoCAD Civil 3-D for development of construction documents
- Sketch-up and Lumion for 3-D modeling of landscape architectural and urban design projects
- Adobe Photoshop, Illustrator, and In-Design for preparation of graphic documents, project manuals, and design guidelines
- Microsoft Project for scheduling and timelines
- ESRI GIS with a variety of applications for accurate mapmaking, data collection, design data and cost estimating

### **Graphics Software**

Because clear graphic communication of design intent is extremely important in the practice of landscape architecture, our landscape architecture department employs special software above and beyond our competitors for the development of our graphic presentations.

Land F/X is a plug in tool developed for supplemental use with AutoCAD. The software provides our team with the ability to quickly develop conceptual plan graphics, detailed planting, irrigation, hardscape, and lighting plans. A benefit of the software is that materials schedules are updated automatically as design elements are placed into the drawings. This provides for greater accuracy in materials square footages and line item counts. It also aids in expediting the QA/Q C process.





Sketch-up is a tool used to create total 3D models of project sites. By developing concept designs in 3D our team can allow clients to virtually travel through the design prior to implementing it. After developing wireframe models in Sketch-up, we continue building the model in Lumion in order to provide clients with high quality 3-D images for use in presentations, websites, and other marketing material. We find these tools an incredibly effective way of communicating design improvements as illustrated in the before and after images below.



The Adobe Suite of products includes Photoshop, Illustrator, and In-Design which we use to marry multiple types of graphic techniques to convey information visually. We use these tools to prepare graphic presentations, materials boards, reports, and site renderings.

We use ESRI Collector to gather data in the field. For certain levels of design or studies performed for our clients, it is not always necessary to go through the expense of a professional survey. We use an application called ESRI Collector that is loaded onto our mobile phones. It allows us to locate and collect data about objects in the field such as trees in tree inventories or site furnishings in parks as part of parks inventories. We establish databases for use in the field specific to each project. They may contain data such as tree species and condition and can be extremely detailed in nature. We are also able to photograph items in



the field and associate them with the data points that we collect. They are a living inventory.

ESRI ArcGIS is utilized to create maps and graphics for larger scale studies such as pedestrian or bicycle network master plans. Most recently, we have been using GIS to generate Level of Service Maps for Parks and Recreation Master Plans.

#### **Technical Skills**

Our landscape architecture staff prides itself on staying ahead of the curve when it comes to the use of the latest in technology in the field of landscape architecture. Our staff from top to bottom participate in regular continuing education opportunities. These include participation in our professional societies such as the American Society of Landscape Architects, American Planning Association, International Society of Arboriculture, Florida Urban Forestry Council, Irrigation Association, etc. As well as direct training from lighting, paving, irrigation, and furnishings suppliers.

Our team has a particular expertise in irrigation design providing design services directly to irrigation manufacturers for their projects. We have worked with multiple cities and universities to develop master plans for central control irrigation systems, as well designing site specific solutions.



# Section 4 - Schedule

**CHEN MOORE AND ASSOCIATES** 

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

# SCHEDULE

Chen Moore and Associates is committed to provide an adequate staffing to complete these projects on time and will use our experience to anticipate all regulatory agency comments and address them before the initial submittal. Chen Moore and Associates has extensive project experience with design and permitting of various landscape architecture projects. In order to keep track of project schedules, the Chen Moore team uses Microsoft Project and Primavera. In addition, our team will keep an updated permit tracker spreadsheet outlining all permits and their anticipated approval.

#### **Conceptual/Typical Project Schedule**

Description		2020		2021				
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Project Schematic Development								
Scope of Work								
Kick off Meeting								
Due Diligence with Permitting Agencies/Public								
Outreach Schedules Site Analysis								
Develop Project Schedule								
Schematic Design								
Design/Construction Documents								
DRC Process								
Design Development								
Government Permitting								
Construction Documents								
Bid and Permit Documents								
Pre-Construction/Construction								
Bidding Assistance								

Schedule





# Section 5 - References

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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**CHEN MOORE AND ASSOCIATES** 

# REFERENCES



## CMA Pompano Beach Project Experience

Project	Fee	Project	Fee	
Pompano Beach Force Main Model	\$45,000	Sky Lofts LS 61N Capacity	\$3,000	
Harbor Drive FM Study	\$4,800	Pompano Utilities Parking Lot Design	\$50,765	
CT 3-1 Drainage Project	\$951,000	Bay Drive Outfall Rehabilitation	\$14,790	
Pompano Beach NW 27th Avenue CEI	\$99,535	Lift Station #110 Rehabilitation	\$31,533.99	
General Consulting	\$2,000	Lift Station #11 Rehabilitation	\$44,025	
Pompano Storm Water GIS Study	\$10,000	Pompano Beach Digital Utilities Atlas	\$89,865	
Pompano Storm Water Study Phase 2	\$4,700	Pompano Beach Wastewater Flow	ÉOFF	
Capacity, Management, Operations and Maintenance (CMOM) Study	\$37,200	Projections GIS Submittal Standards	\$955 \$1,000	
Drainage Improvements NC 2-3	\$42,038	Pompano Beach Stormwater Master		
City of Pompano Beach Drainage Improvements CT 3-3	\$25,789	Plan Update-Basins 41-60 GIS Updates Purchase Order Number	\$5,8275	
Construction Administration for NW	\$58,767	101718	\$2,000	
5-3		Emergency 24" Force Main Repair	\$7,000	
Lift Station #46 Force Main Study	\$7,245	Lift Station 102 Improvements	\$15,315	
Pompano MS4	\$35,340	Riverside Drive Force Main Repairs	\$16,002	
NW 27th Avenue FM Design,	\$160,000	LS 21 Directional Drill Design	\$25,000	
Permitting, & Certification Pompano Lift Station 18 & 18A	\$18,000	Pompano Beach Stormwater Master Plan	\$1,261,000	
Lift Station #21 - BODR	\$124,890	Lift Station 44	\$12,780	
Lift Station #12 Rehab	\$23,185	Pompano Beach Municipal Golf Course	\$250	
LS #42 Capacity Analysis	\$780	Pompano Bch Golf Course-Landscape	64 DE 0	
Misc. MS4 Tasks	\$1,162	As Built	\$1,250	
Lift Station 3, 4, 11 & 12 Rehab or	\$116,595	Lift Station 44 Study	\$14,800	
Replacement Lift Station 21		Lift Station 12 Force Main Abandonment	\$8,000	
Concrete Headwall Design	\$533,724	Avondale Stormwater Improvements	\$285,025	
Sanitary Sewer at Pompano Air Park	\$4,654 \$36,865	Lift Station 12: Mechanical Filter		
14th Street Causeway Water Project		Addition	\$6,000	
Drainage Improvements NC 2-1	\$507 \$158,000	Old Pompano Area Improvements	\$484,050	
Drainage Improvements NW 1-3	\$150,000	Pompano Commerce Park	\$15,000	
N. Course Sewer Force Main	\$12,717	Pompano Beach Water Main Replacement	\$8,000	
Replacement		Reclaimed Watermain Project	\$35,900	
Consulting Services Engineering Boil Water Document Review	\$1,500	Emergency 42" Force Main Repair	N/A	
Lift Station System Flow Analysis	\$4,000	Reclaimed Watermain	; \$28,800	
Pompano Beach Water, Sewer and Drainage Atlas	\$22,435	Consulting Services for Pipe Bursting Project - PO 191600 - City of Pompano	\$5,000	
Emergency Work for 42" FM	\$2,000	Beach		
Lift Station 2 Rehabilitation	\$39,264	Emergency and On Call Utility		
LS 113 Capacity Analysis	\$2,453.75	Replacement Project - PO 191682 - City	\$15,000	
Pompano Beach Resort LS 21N Capacity	\$3,500	of Pompano Beach Wastewater Force Main Assessment Project	\$33,000	
		Project		



## Old Pompano Area Improvements Pompano Beach, Florida

#### Client

City of Pompano Beach Horacio Danovich 1201 NE 5th Ave Pompano Beach, FL 33060 954.786.7834

#### Year Completed

2020

**Fee** \$484,050

Firm Role

Prime

CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation and lighting along with various utility improvements to the water, sewer and reclaimed water systems.





# Downtown Coral Springs Streetscaping

## **Coral Springs, Florida**

#### Client

City of Coral Springs Elizabeth Taschereau 9530 West Sample Road Coral Springs, FL 33065 954.344.1121

#### Year Completed

2014

Fee

\$235,740

Firm Role

Prime

Chen Moore and Associates has been contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA is providing civil engineering, landscape architecture, environmental permitting and construction engineering and inspection services for the project.

The project includes implementing Complete Street concepts for NW 31st Court, NW 94th Avenue and NW 32nd Street. Additionally, CMA is implementing the culverting of the canal along NW 31st court to provide space for a linear park, currently called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project includes the implementation of turn lanes along Sample Road, median improvements in Sample Road and minor improvements to adjacent alleyways and pedestrian pathways.

Overall, the project will improve the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to them projects. The project is in the conceptual design phase and is slated for construction in 2014.





# City of Coconut Creek Parks and Recreation Master Plan

#### **Coconut Creek, FL**

#### Client

Barth Associates David Barth 10030 SW 52nd Road Gainesville, FL 32608 561.308.9937

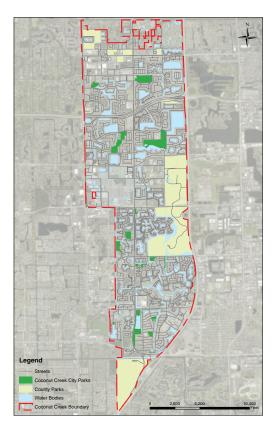
# Year Completed 2018

Fee

\$11,000

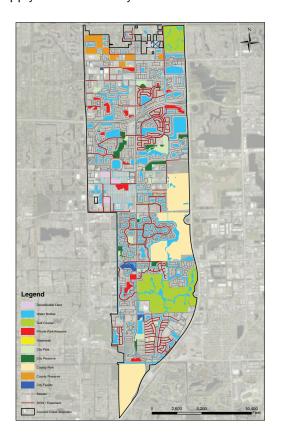
Firm Role

Subconsultant



CMA, as a subconsultant to Barth Associates, is assisting the City of Coconut Creek, Florida with a comprehensive Parks and Recreation Master Plan. The Master Plan will provide a vision as well as an action plan for implementing this vision for parks, recreation programs and services, open space, trails, and recreation facilities which contribute to the health and leisure of the community's residents, enhance the integrity and quality of the natural environment, support neighborhood vitality, and enhance economic development. The City is seeking to optimize the City's existing parks and recreation resources and assets, as well as strategically plan for the future.

The Master Plan will provide specific funding recommendations and strategies which support parks development and recreation program development needs while responding to the community's "willingness to pay" attitudes and priorities. One of the other priorities identified by the City is further development of plans for improving accessibility of its parks system resources and recreation program and services. The Master Plan will include research, public involvement, and the development of recommendations for all aspects of the City's park system, including providing a community demand, supply and needs analysis.





## Dixie Highway Improvement Project Streetscape Plan

#### Fort Lauderdale, Florida

#### Client

City of Fort Lauderdale Louis LaFaurie 100 N. Andrews Avenue Fort Lauderdale, FL 33301 954.828.6538

## Year Completed

2013

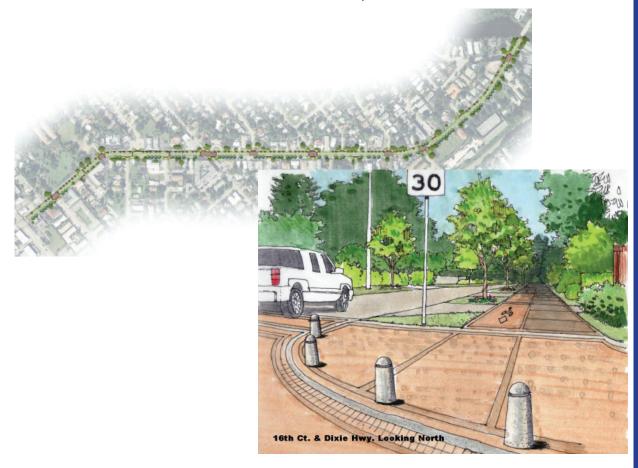
Fee

\$17,550

Firm Role

Prime

Chen Moore and Associates developed a streetscape master plan for Dixie Highway in the Middle River Terrace Neighborhood of Fort Lauderdale, Florida. CMA was contracted by the City to work with the local homeowners association who received a grant to fund the development of a complete streets master plan. The neighborhood was developed prior to many current planning and zoning standards being implemented in the City, as a result, the community has concerns about unsafe conditions for pedestrians and bicyclists due to unregulated land development patterns. CMA is developing the master plan to include pedestrian and bike trails, to narrow the width of the travel ways, and to add hardscape and landscape beautification, including the development of gateway features into the neighborhood. In order to facilitate the master plan, CMA analyzed the area with regard to current zoning and right of way conditions and conducting field studies at different times of the day to understand on the ground conditions that are affecting resident safety. The Project requires coordination with the City of Fort Lauderdale and District 4 of the Florida Department of Transportation.





T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES References

## Wiles Road Phases 1, 2 and 3 Coral Springs, Florida

#### Client

Kimley-Horn and Associates, Inc Marwan Mufleh, PE 1920 Wekiva Way Suite 200 West Palm Beach, FL 33411 561.330.2345 **Year Completed** Ongoing

Fee

\$150,000

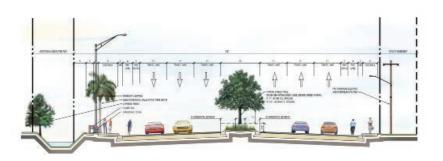
#### Firm Role

Subconsultant

**Phase 1:** CMA provided landscape architecture services as a subconsultant to Kimley Horn and Associates for the widening of Wiles Road between SR7 and Godfrey Road in Coral Springs. CMA's scope of work included hardscape, landscape, and irrigation design. CMA prepared public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods and government permitting agencies.

**Phase 2:** Chen Moore and Associates is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the second phase of the widening of Wiles Road between Riverside Drive and Rothschild in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.

**Phase 3:** CMA is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the third phase of the widening of Wiles Road between Riverside Drive and University Drive in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.







### NMB-Highland Drive Traffic Calming N Miami Beach, Florida

#### Client

City of North Miami Beach Esmond Scott 17050 NE 19th Ave North Miami Beach, FL 33162 305.919.3746

#### Year Completed

2017

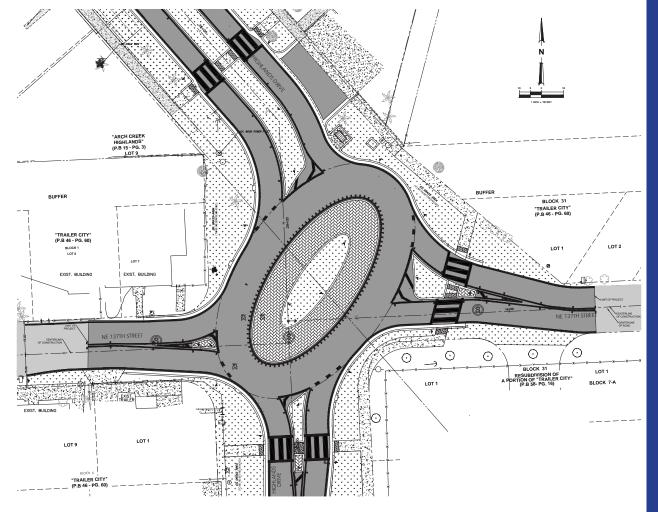
Fee

\$6,300

Firm Role

Prime

The City of North Miami Beach has tasked Chen Moore and Associates with the design, permitting and limited construction support services required for the reconstruction of Highland Drive, from Biscayne Blvd, south to the interface with the new roundabout currently in design by CMA. Currently, Highland Drive is a 2-lane road with large sodded swales and existing 5' concrete sidewalks. The City wishes to reconstruct this road for the sake of traffic calming and for enhanced aesthetics, as it demarcates the entry to the Highland Village neighborhood. The proposed roadway reconstruction includes two-lane divided boulevard section, a roadside swale drainage system, an 8' planted landscape median with irrigation, 4' bike lanes and all required signage and striping. The proposed bike lanes shall extend from existing bike lanes within adjacent Biscayne Boulevard and terminate through the proposed roundabout via sharrow markings.





## **Doral Glades Park**

### Doral, Florida

#### Client

CPZ Architects Inc Chris Zimmerman, AIA 4316 West Broward Blvd Plantation, FL 33317 954.792.8525

#### Year Completed

2017

Fee

\$122,820

#### Role

Subconsultant



Chen Moore and Associates provided site planning and landscape architecture for the design of a 24 Acre district park. The park serves a new residential community in the northwestern section of the city. The park carries a nature theme celebrating the flora and fauna of the Everglades. Divided into four themed areas, the park celebrates mammals, birds, insects, and reptiles & Amphibians of the Everglades. The site includes a 12 Acre lake with a kayak launch, recreational trail, and fishing pier extending into the lake. The parks program includes the following elements:

- Themed Playground (2-5 & 5-12 Age Groups)
- Tennis/Pickle Ball Courts
- Basketball Courts
- Sand Volleyball Courts
- Multi-Use Fields
- Fitness Trail
- Recreational Trail
- Picnic Pavilions
- Amphitheater
- Outdoor Plazas
- Kayak Rentals
- Community Center
- Restrooms
- Parking
- Sports Lighting

CMA served as a subconsultant to CPZ Architects and provided design (landscape, hardscape, irrigation, and lighting), permitting, and construction administration services for the Project. The site was designed to meet Green Globes criteria and includes extensive use of native plant materials and high efficiency irrigation.





### Westside Park Baseball Field Deerfield Beach, Florida

#### Client

City of Deerfield Beach Kara Petty 150 NE 2nd Ave. Deerfield Beach, FL 33441 954.480.4483

#### Year Completed

2014

**Fee** \$181,565

Firm Role

Prime

Chen Moore and Associates provided design, permitting and construction engineering inspection services for the conversion of an existing football field and multi-purpose field into one Babe Ruth Baseball field, one Little League Baseball field, and one practice baseball field for the City of Deerfield Beach Parks and Recreation Department. The project is located in Westside Park, which is a 15 acre park located south of Hillsboro Boulevard, offering two lighted basketball courts, a football field with concession stand, two lighted tennis courts, a full service recreation center, full size gym, picnic areas and a newly renovated playground. CMA was responsible for providing survey, geotechnical, site planning, civil engineering, landscape architecture, MEP and structural engineering services. The scope of the project included the layout of the baseball fields with supporting services such as lighting, dugouts, scoreboards and irrigation. The project also included general improvements to the park around the baseball fields including better pedestrian access, ADA parking and sidewalk improvements, native landscaping, outdoor seating areas and stormwater improvements. The project is located in an underserved community of Deerfield Beach and provides access to improved parks and recreation services for the community. The project was funded through a Community Development Block Grant.





# Fort Lauderdale Beach Park

### Fort Lauderdale, Florida

#### Client

City of Fort Lauderdale Donald Morris 501 Seabreeze Boulevard, 2nd floor Ft Lauderdale, FL 33316 954.468.1516

#### Year Completed

2012

Fee

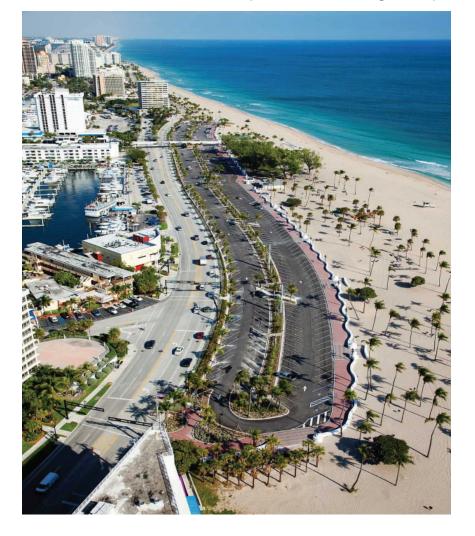
\$198,780

#### Firm Role

Prime

The purpose of this project was to provide the restoration and enhancement of the City-owned 6.5-acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping. Chen Moore and Associates prepared the required DRC submittal, which included all required public purpose approvals, as well as a conceptual layout of a new entrance at the southern end of the parking lot. This project was a joint effort between various City departments, including the City of Fort Lauderdale Beach Community Redevelopment Agency and Parking Services.

CMA coordinated the pre-construction historical site review. Upon discovery of the artifacts, CMA worked with the contractor to provide on-site supervision for all underground operations.





## Orange Bowl Field at Carter Park Ft Lauderdale, Florida

#### Client

Carty Architecture Judy Carty, AIA 2655 S Le Jeune Rd Ste 607 Coral Gables, FL 33134 786.536.7555

#### Year Completed

2013

Fee

\$36,000

#### Firm Role

Subconsultant

As part of its celebration of the National Title Game held at the Orange Bowl in January 2013, the Orange Bowl Committee hired the team of Carty Architecture (architecture) and Chen Moore and Associates (civil engineering) to design a synthetic turf football field and track within Joseph Carter Park in Ft. Lauderdale. CMA performed utility coordination, preliminary and final engineering design, government permitting, bidding assistance and construction observation services. The design included the demolition of two existing baseball fields, extensive drainage modeling and relocation, realignment of parking lot and drive aisles, and tree relocations. The new design includes a field underdrain system interconnecting to the overall park's storm water management system.





# Section 6 - Project Team Form

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

**CHEN MOORE AND ASSOCIATES** 

## **PROJECT TEAM FORM**



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

#### **PROJECT TEAM**

		RLI NUMBER	T-25-20
PRIME		Federal I.D.#	59-2739866
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Cris Betancourt, RLA, AICP	22	B.S., M.S
Project Manager	Eric Harrison, RLA	15	B.S.
Asst. Project Manager	N/ <u>A</u>		
Other Key Member	Jo <u>hn Gorham, RLA</u>	35	B.A.
Other Key Member	Tanya McCormick, RLA, AICP	11	B.S.

#### SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	St <u>oner and Associates, Inc. 4341 SW</u> 62nd Avenue Davie FL 33314	James Stoner, PSM
Landscaping	Chen Moore and Associates 500 West Cypress Creek Road Suite 630 Fort Lauderdale, FL 33309	Eric Harrison, RLA
Engineering	Chen Moore and Associates 500 West Cypress Creek Road Suite 630 Fort Lauderdale, FL 33309	Jason McClair, P.E., CFM, LEED AP
Other Key Member Environmental	The Chappell Group, Inc. 714 East McNab Road Pompano Beach FL 3 <del>3060</del>	Tyler Chappell
Other Key Member Geotechnical	P <u>an Geo Consultants, LLC 8464 W SR 84</u> Davie, FL 33324	Paul Catledge, P.E.
Other Key Member MEP	Lo <u>uis Berger 470 South Andrews</u> Avenue, Suite 206 Pompano Beach, FL 33 <del>069</del>	Milton Kramer, P.E.
Other Key Member Structural Engineering	MUEngineers Inc. 3440 NE 12th Avenue Oakland Park, FL 33334	Marcus Unterweger, P.E., S.I., LEED AP

(use attachments if necessary)

Exhibit A - RLI T-25-20 & Consultants

# Section 7 - Organizational Chart

**CHEN MOORE AND ASSOCIATES** 

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

## **ORGANIZATIONAL CHART**

CMA's management plan involves the extensive involvement of top management staff and the integration of the City's staff with our team. CMA top management is expected to maintain an active role in any project, no matter its size or complexity. For the City of Pompano Beach, CMA top management expects to be active in all projects to the extent necessary to complete and execute the projects successfully. Top management for CMA is comprised of **Cris Betancourt, RLA, AICP** and **John Gorham, RLA.** Such participation by top management provides the required direction and leadership required to successfully complete projects.

Top management involvement is individually developed for each project based on its specific requirements and any special requirements requested by the City.

The time spent on the City's projects by our top management is likely to consist of the following activities:

- Meeting with City staff to review project progress and CMA's quality of service and products.
- Meeting with City staff and managers to review project status and discuss any pending or outstanding project issues
- Meeting with the City's project manager (Eric Harrison, RLA) to review project schedules, budgets, and progress of the work
- Review of contractual matters that are required
- Providing direction on key project issues and overall project direction
- Meeting with regulatory agencies from time to time as may be needed

Experience has taught CMA that the most successful projects are those where our clients assume a principal part in decision making with the CMA team. As a result, CMA strives to integrate our clients in the various projects we undertake. This integration of the City staff and the CMA and Associates team can be achieved as follows:

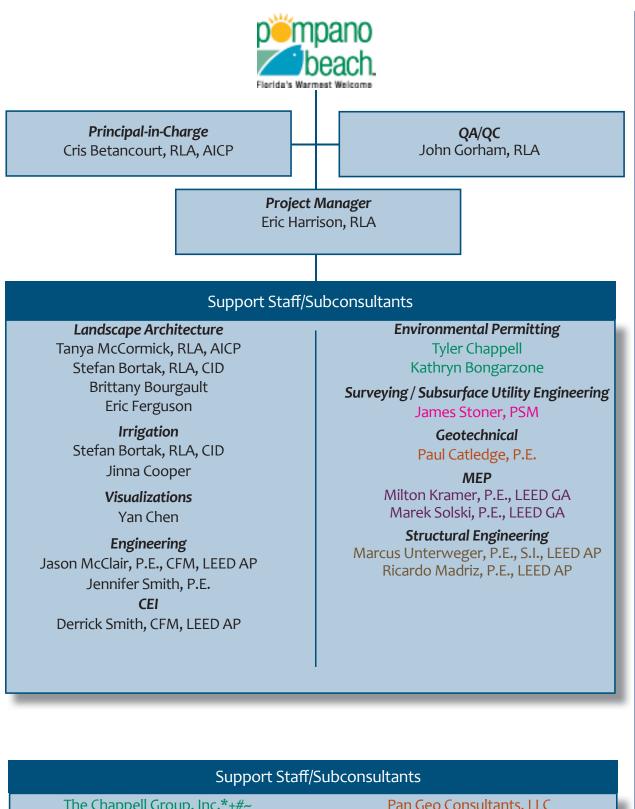
- Organizationally, through the team structure that is initially developed
- Through structured team and progress meetings that integrate decision making with City staff
- Through communications on the project to the various levels at the City which will be used to encourage team integration

The project team has been structured to promote integration of the City staff into the project team. City staff will play a key role in the review function of all projects, being part of the technical review team on every project. As such, all key technical and management decisions will be reviewed by this technical review team which will be composed of key City staff, CMA technical experts, and other designated members on a project specific basis. This organizational structure helps promote integration of the City staff in several ways:

- City staff becomes very familiar with all key project decisions and understands technical criteria and conclusions.
- City staff has a voice in key decisions, whether these are technical or management in nature.
- City and Chen Moore and Associates staff develop into a "team" by working together on the project and making project decisions together.

Structured team and progress meetings will also provide a mechanism to promote integration of City staff. Again, these are regular monthly meetings that are held with the City and CMA staff to discuss all pertinent aspects and issues of the various projects. These meetings also help promote staff integration as the staff becomes intimately familiar with each project and the Chen Moore and Associates staff working on the project. More importantly, such meetings create a regular structured forum for the discussion of important issues to both the City and CMA, thus, creating an integrated team.





The Chappell Group, Inc.\*+#~ Stoner and Associates, Inc.~ WSP USA Inc. \* Pan Geo Consultants, LLC MUEngineers Inc.~

Key

\*Pompano Beach Local Business +Broward County DBE #State of Florida WBE ~Broward County CBE



T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES **Organizational Chart** 

# Section 8 - Statement of Skills and Experience of Project Team

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

**CHEN MOORE AND ASSOCIATES** 

Exhibit A - RLI T-25-20 & Consultants

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

CMA's staffing plan involves the integration of the City's staff with our team. CMA top management is expected to maintain an active role in any project, no matter its size or complexity. For the City of Pompano Beach, CMA top management expects to be active in all projects to the extent necessary to complete and execute the projects successfully.

Cristobal Betancourt, RLA has over 23 years of experience providing planning and landscape architecture design solutions for public and private sector clients including the City of Pompano Beach. Mr. Betancourt provides a full range of services starting with due diligence and master planning culminating in detailed site design. He is well versed in the use of low-impact development techniques applied to site planning. Mr. Betancourt has a large portfolio of parks and recreation projects throughout South Florida including passive parks, sports fields, linear parks and parks master plans. Mr.

Betancourt's streetscaping experience includes the Wiles Road project in Coral Springs; Euclid Streetscape Improvements in Miami Beach; Downtown Coral Springs Streetscaping; Fort Lauderdale Beach Park; Old Pompano Area Improvements, and Lauderdale-by-the-Sea E. Commercial Blvd Streetscape & Drainage Improvements. Mr. Betancourt will serve as deputy project manager for landscape architecture along with any streetscaping projects, parks projects, and public space projects under this contract.

John Gorham, RLA brings three decades of public and private project experience, including 20+ years of FDOT and municipality landscape architecture. Starting out as a county park planner, his career includes diverse experience in design, grant writing, public involvement, and project management. He also has 10 years experience in the construction of underground utilities, paving and stormwater facilities. He has broad experience in urban design, site planning, and development for a wide variety of projects throughout Florida. His skills include landscape inspections, environmental

site assessment, tree appraisal, and wetland delineations. In addition, John has served on a state level, participating on the Governor's Stormwater Task Force, FDEP's Stormwater Treatment Technical Advisory Committee, and the Florida Board of Landscape Architects.

Eric Harrison, RLA has over 15 years of landscape architecture experience with several municipalities throughout South Florida including the City of Pompano Beach. He has provided design services for parks and recreation, university campuses, K-12 education, corporate office, commercial developments and healthcare facilities. Mr. Harrison has a large portfolio of parks and recreation projects throughout South Florida including passive parks, sports fields, linear parks and parks master plans. Mr. Harrison's streetscaping experience includes Downtown Coral Springs Streetscaping; Old

Pompano Area Improvements; South Pointe Phase III/IV/V - Right-of-Way Improvement Project in Miami Beach; Aviation Blvd Roadway & Hardscape Improvements in Marathon; the Wiles Road project in Coral Spring; and Coconut Creek Parkway in Margate. Mr. Harrison will provide landscape architecture services on any streetscaping projects, parks projects, and public space projects under this contract.

**T-25-20 CONTINUING CONTRACT FOR** 

LANDSCAPE ARCHITECTURAL SERVICES









**Tanya McCormick, RLA, AICP** serves is a project landscape architect. Her experience includes developing and completing master plans, land plans, site plans, landscape plans and detailed design for commercial and residential properties of varying sizes and intensities. She has a knowledge of local municipal codes and is proficient in Florida's plant palette, local environmental conditions, and site-specific micro climates used to prepare aesthetic and functioning landscape designs. She has prepared illustrations and renderings for project exhibition and marketing; prepared presentations for

public hearings and government staff authorization; and worked with multidisciplinary teams throughout design process and throughout government approval process.

**Stefan Bortak, RLA, CID** is a certified irrigation designer - commercial for Chen Moore and Associates. He has over 15 years of experience with all aspects of irrigation consulting, design, details and specifications. He prepares landscape, hardscape, and irrigation plans from concept to construction documents; irrigation distribution plans; water use permits; water use analysis; LEED documentation and calculations. Mr. Bortak also performs construction administration, shop drawing review, and inspections. He is responsible for producing plan and section renderings and graphics, and realistic 3D renderings and fly-through videos.

**Brittany Bourgault** is a landscape designer with CMA. Her experience includes master planning, site planning and landscape architecture. She is also experienced with creative design solutions / Cure Plans for land owners working with FDOT through right-of-way takings/eminent domain proceedings.

**Eric Ferguson** is a senior landscape designer with CMA.. His 19 years of experience includes serving as a Landscape/Irrigation Designer and Project Manager for another firm where he produced site, landscape and irrigation plans and performed construction observation. Eric stays current with the latest software used in landscape design production including AutoCAD, LandFX 2017 and Microstation SS3,SS4.

**Jinna Cooper** is a landscape and irrigation designer with CMA. She has 14 years of experience working directly under landscape architects providing construction documents for both municipal and private development sectors. She has worked on a variety of projects around the world, including government facilities and institutions, resorts, theme parks, commercial and residential sites, providing design services and post-design services. She also has experience with LEED and WELO water efficiency design.

**Yan Chen is** a landscape designer with Chen Moore and Associate's Landscape Architecture team. Ms. Chen provides design and production support for landscape architecture lead projects.













Jason McClair, P.E., CFM, LEED AP has over 24 years of engineering experience in utility infrastructure design, regulatory permitting, geotechnical engineering, and computer aided flow modeling for stormwater collection, water distribution, and sanitary transmission systems. He has worked as project manager on multiple previous projects for the City of Pompano Beach, which include the City's Stormwater Master Plan, the Avondale Stormwater Improvements, and the Old Pompano Infrastructure Improvements along with multiple lift station rehabilitation projects. Mr. McClair will serve as project manager for all projects under this contract.

Jennifer Smith, P.E. has over 14 years of engineering experience on public infrastructure projects throughout Broward County, including on various projects in the City of Pompano Beach. Her project experience includes the Pompano Beach Stormwater Master Plan, various drainage projects in Pompano Beach and Coral Springs, and multiple Broward County UAZ Water and Sewer Improvements projects. Ms. Smith will provide engineering assistance under this contract.

**Derrick Smith, CFM, LEED AP** has over 14 years of experience as a construction project administrator and engineering inspector. He has assisted municipal clients in the role of construction project administrator and owner's representative on several projects which included vertical construction as well as site development. In his role, Mr. Smith was the liaison between the Owner and Contractor performing the oversight of infrastructure, various municipal buildings and utility installations. His duties included managing budgets and schedules and monitoring construction activities. Mr. Smith has

been responsible for the development of several projects for the City of Pompano Beach. In his role of owner's representative, he was also responsible for coordinating project activities, construction document interpretation, approving pay requests, assisting with dispute resolution and providing directives to multiple parties including contractors and consultants. Mr. Smith will provide construction administration support on any projects under this contract.









#### Subconsultants

**Stoner and Associates, Inc.** was founded in September of 1988 by James D. Stoner, P.S.M. Their mission is to provide quality Land Surveying services, while utilizing the latest technology and techniques. Stoner & Associates, Inc. is a Professional Land Surveying Consultant to numerous municipalities, including City



Ingineers, Inc.

of Fort Lauderdale, Broward County Aviation Department, South Florida Water Management District, Broward College, Town of Davie and City of Sunrise. Stoner and Associates will provide surveying services for this contract. Stoner and Associates, Inc. will provide Surveying/SUE for this contract.

**MUEngineers, Inc.** was founded by Marcus Unterweger, P.E., S.I., LEED AP who has experience in the design of educational facilities, municipal facilities, high-rise buildings, healthcare facilities, churches, shubbauses, building, restaration, office, buildings, padestrian

clubhouses, building restoration, office buildings, pedestrianbridges and parking garages. From 1998 thru 2010, Mr. Unterweger was a Project manager and engineering manager at TRC Worldwide Engineering, Inc. Mr. Unterweger was responsible for managing

design teams and project management for both public and private sector clients. His responsibilities include contract negotiations, analyzing workload and projecting manpower needs, development of plans and specifications, design team management, quality assurance, construction contract administration, project follow-through, and coordination with all individuals involved in the successful completion of our projects.

**PanGeo Consultants, LLC** has over 13 years of experience in the field of geotechnical and structural engineering,. PanGeo Consultants specializes in the field of geotechnical engineering with a focus on the South Florida region. PanGeo will provide geotechnical engineering services for this project.

**The Chappell Group, Inc. (TCG)** was founded in 2005 and provides environmental consulting services to both the public and private sectors serving the South Florida area and the Caribbean. TCG is headquartered

Pompano Beach and has an office in Miami Shores. For over 13 years, TCG has provided environmental permitting services for various projects, project phases and permit compliance. TCG coordinates with various local, State, and Federal agencies

during the pre-application process, the permitting processes, and the compliance phase. We have experience with agencies such as United States Army Corps of Engineers, South Florida Water Management District, Florida Department of Environmental Protection, Florida Game and Freshwater Fish Commission, and United States Fish and Wildlife Service. TCG will provide Environmental services for this contract.

**WSP USA Inc.** is one of the largest multidisciplinary consulting engineering firms in the United States with a resource base of more than 5,000 professionals and affiliate employees. The firm specializes in areas of program/construction management, transportation engineering, facility engineering, environmental studies, and

economics. WSP USA Inc. is consistently ranked by Engineering News Record (ENR) as one of the top firms in the nation. WSP USA Inc. will provide MEP/Structural and miscellaneous civil engineering services for this contract.





Statement of Skills and Experience of Project Team



Exhibit A - RLI T-25-20 & Consultants

# Section 9 - Resumes of Key Personnel

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

**CHEN MOORE AND ASSOCIATES** 

## **RESUMES OF KEY PERSONNEL**



#### Cristobal A Betancourt, RLA, AICP Principal-in-Charge

#### Education

Bachelor of Science, Landscape Architecture, Cornell University, 1995 Master of Science, Urban Design, Royal Danish Academy of Fine Arts, School of Architecture, 1996

#### Registration

Registered Landscape Architect, Florida, LA6666941, 2008 Registered Landscape Architect, New Jersey, AA000949, 2006 Registered Landscape Architect, New York, 001959, 2005

**Professional Affiliations** American Planning

Association

American Society of Landscape Architects

Florida Recreation and Park Association

National Recreation and Park Association

Urban Land Institute

**Certifications** American Institute of Certified Planners Council of Landscape Architectural Registration Board Cristobal Betancourt, RLA has over 23 years of experience providing planning and landscape architecture design solutions for public and private sector clients including the City of Pompano Beach. Mr. Betancourt provides a full range of services starting with due diligence and master planning culminating in detailed site design. He is well versed in the use of low-impact development techniques applied to site planning. Mr. Betancourt has a large portfolio of parks and recreation projects throughout South Florida including passive parks, sports fields, linear parks and parks master plans. Mr. Betancourt's streetscaping experience includes the Wiles Road project in Coral Springs; Euclid Streetscape Improvements in Miami Beach; Downtown Coral Springs Streetscaping; Fort Lauderdale Beach Park; Old Pompano Area Improvements, and Lauderdale-by-the-Sea E. Commercial Blvd Streetscape & Drainage Improvements.

#### **Project Experience**

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

**Fort Lauderdale Beach Park.** The purpose of this project was to provide the restoration and enhancement of the City-owned 6.5-acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping. Chen Moore and Associates prepared the required DRC submittal, which included all required public purpose approvals, as well as a conceptual layout of a new entrance at the southern end of the parking lot. This project was a joint effort between various City departments, including the City of Fort Lauderdale Beach Community Redevelopment Agency and Parking Services.

CMA coordinated the pre-construction historical site review. Upon discovery of the artifacts, CMA worked with the contractor to provide on-site supervision for all underground operations.



**Dixie Highway Improvement Project Streetscape Plan.** Chen Moore and Associates developed a streetscape master plan for Dixie Highway in the Middle River Terrace Neighborhood of Fort Lauderdale, Florida. CMA was contracted by the City to work with the local homeowners association who received a grant to fund the development of a complete streets master plan. The neighborhood was developed prior to many current planning and zoning standards being implemented in the City, as a result, the community had concerns about unsafe conditions for pedestrians and bicyclists due to unregulated land development patterns. CMA developed the master plan to include pedestrian and bike trails, to narrow the width of the travel ways, and added hardscape and landscape beautification, including the development of gateway features into the neighborhood. In order to facilitate the master plan, CMA analyzed the area with regard to current zoning and right of way conditions and conducting field studies at different times of the day to understand on the ground conditions that are affecting resident safety. The Project required coordination with the City of Fort Lauderdale and District 4 of the Florida Department of Transportation.

**NMB-Highland Drive Roundabout.** CMA assisted the City of North Miami Beach with the design of a roundabout at the intersection of NE 137th Street and Highlands Drive, in order to reduce vehicular speed along Highlands Drive. The CMA team provided survey and geotechnical exploration; survey/as-built drawing review from local utilities; civil engineering regarding the site and initial site plan; and design and plan preparation including the demolition, earthwork, paving, grading, drainage, water, signing and marking, details, specifications and stormwater pollution prevention plans.

CMA coordinated permitting through Miami-Dade County – Department of Environmental Resource Management; Miami-Dade County Public Works; Miami-Dade County Fire Department; City of North Miami Beach Public Works; and Miami-Dade County RER Tree Section as required.

Construction administration support services included shop drawing reviews; responses to requests for information; weekly observation of the work and weekly field reports; and the coordination of certification/site close out packages.

**Downtown Coral Springs Streetscaping.** CMA was contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting, and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA provided civil engineering, landscape architecture, environmental permitting, and construction engineering and inspection services for the project. The project included implementing Complete Street concepts for NW 31st Court, NW 94th Avenue, and NW 32nd Street. Additionally, CMA implemented the culverting of the canal along NW 31st court to provide space for a linear park, currently called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project includes the implementation of turn lanes along Sample Road, median improvements in Sample Road, and minor improvements to adjacent alleyways and pedestrian pathways. Overall, the project improves the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to the projects.

**Wiles Road Phase 2 (R1226729P1).**Chen Moore and Associates is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the second phase of the widening of Wiles Road between Riverside Drive and Rothschild in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.



#### John P Gorham, RLA QA/QC

#### Education

Bachelor of Arts, Landscape Architecture, University of Florida, 1985

#### Registration

Registered Landscape Architect, Florida, 1237, 1988

#### **Professional Affiliations**

American Society of Landscape Architects

Florida Planning and Zoning Association

John Gorham, RLA brings three decades of public and private project experience, including 20+ years of FDOT and municipality landscape architecture. Starting out as a county park planner, his career includes diverse experience in design, grant writing, public involvement, and project management. He also has 10 years experience in the construction of underground utilities, paving and stormwater facilities. He has broad experience in urban design, site planning, and development for a wide variety of projects throughout Florida. His skills include landscape inspections, environmental site assessment, tree appraisal, and wetland delineations. In addition, John has served on a state level, participating on the Governor's Stormwater Task Force, FDEP's Stormwater Treatment Technical Advisory Committee, and the Florida Board of Landscape Architects.

#### **Project Experience**

**TWO-01 Landscape Architecture Services - C-9041 - K&S Project 18250.GC.** CMA is providing Landscape Architecture Services to FDOT D4 as a subconsultant to Keith and Schnars. Potential tasks include the following: plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural consultation; miscellaneous engineering support consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; assisting staff in permitting; providing assistance to staff in project coordination, correspondence and project filing; and developing project scopes.

**TWO 48 - Post Design Services for Landscaping of the Davie Park & Ride Lot** - **C9O41 - FDOT D4 - FM No. 439776-2-62-02 - KCI Project No. 481900405.48.** CMA is providing Landscape Architecture Services to FDOT D4 as a subconsultant to Keith and Schnars. Potential tasks include the following: plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural consultation; miscellaneous engineering support consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; assisting staff in permitting; providing assistance to staff in project coordination, correspondence and project filing; and developing project scopes.

**TWO 8 - Turnpike Mainline & SR50 MP273.** Chen Moore and Associates is a subconsultant to AECOM for the landscape design of the Interchange between the Turnpike Mainline and SR50. The project is part of the Florida Turnpike Enterprise(FTE) roadway system. CMA is the lead designer providing Landscape Architecture Analysis and Plans for the project. The full scope requires CMA to provide Data Gathering, Site Inventory and Analysis, Landscape, and Irrigation Design.



Aviation Blvd Roadway & Hardscape Improvements. Chen Moore and Associates will assist in the preparation of roadway and hardscape plans for over two miles of Aviation Boulevard including a segment of 107th Street which is adjacent to the regional airport in the City of Marathon. The project considers the shift of the existing roadway centerline to accommodate a shared 8' shared path that includes specialty lighting, hardscape elements including benches, pavers and landscaping at various areas along the road. Traffic calming elements including speed humps are being implemented. The project also includes geometric modifications to the roadway along with considerations for existing utilities and stormwater. In addition, the project will tie the existing path along Overseas Highway on the north and south side of the airport. The project is a FDOT LAP funded project and CMA's services include schematic, conceptual and final roadway design and government permitting as well as hardscape and landscape architecture design.

**SR 5 Overseas Hwy/Landscape Plans-TWO 2.** CMA is leading a multidisciplinary consultant team to deliver landscape plans for the SR5/Overseas Highway (MM15.46 to MM20.14) project on Sugarloaf Key for Florida Department of Transportation District 6 under our Districtwide Landscape Architecture Contract. The study segment along SR5/Overseas Highway begins at Lower Sugarloaf key south of the Harris Channel continuing north over Park Key and ending on the north end of Upper Sugarloaf Key. CMA is providing survey, environmental resource studies, traffic control plans, community awareness plans and workshops, renderings, and landscape plans for the project. The project will let for construction in FY2019.

**TWO 5 Park & Ride Facility-SR860/Miami Gardens/East NW 97th Ave.** A cooperative effort of Miami-Dade County and FDOT District 6, this project adapted the proposed landscape to the challenges of the extension of Miami Gardens Drive west of I-75, tying directly into the Park & Ride Lot. Specific challenges of the Park & Ride facility include significant pavement area, large bus bays, lighting, drainage and a retaining wall along the westerly edge of the project. While providing shade was important, accent trees and palms to enhance and beautify this significant project within the budget of \$222,000 was the main accomplishment. Construction is expected to commence before June of 2019.

**TWO 8 LA Design Services 425402-1-32-04.** Chen Moore and Associates holds a Miscellaneous Task contract with FDOT District 6. This project involves many smaller assignments ranging from tree disposition plans for a roadway project, plant replacement and irrigation adjustments for safety upgrades at intersections, review of Joint Participation Agreement tasks with D6 and local entities, conceptual designs for local entity review to post design services ensuring project compliance.

**I-4 Ultimate Project.** CMA is part of the design-build team working to complete the I-4 Ultimate project. Our experienced staff, working with the Landscape Architect of Record, conduct field reviews to observe layouts and make recommendations on adjustments for utilities, sign view zones, stormwater management facilities, and other infrastructure. The complexity of the project requires adaptations of the design, which often changes to respond to field conditions and local preferences. This effort is ongoing throughout the Orlando metropolitan area from the resort areas southwest of downtown, to the quiet rest area north of Altamonte Springs.



Eric D Harrison, RLA Project Manager

#### Education

Bachelor of Science, Landscape Architecture, University of Florida, 2002 Associate of Arts, Palm Beach Community College, 1996

#### Registration

Registered Landscape Architect, Florida, LA6667129, 2012

#### **Professional Affiliations**

International Society of Arboriculture Mr. Harrison has over 15 years of landscape architecture experience with several municipalities throughout South Florida including the City of Pompano Beach. He has provided design services for parks and recreation, university campuses, K-12 education, corporate office, commercial developments and healthcare facilities. Mr. Harrison has a large portfolio of parks and recreation projects throughout South Florida including passive parks, sports fields, linear parks and parks master plans. Mr. Harrison's streetscaping experience includes Downtown Coral Springs Streetscaping; Old Pompano Area Improvements; South Pointe Phase III/IV/V - Right-of-Way Improvement Project in Miami Beach; Aviation Blvd Roadway & Hardscape Improvements in Marathon; the Wiles Road project in Coral Springs; and Coconut Creek Parkway in Margate.

#### **Project Experience**

**NMB-Highland Drive Roundabout.** CMA assisted the City of North Miami Beach with the design of a roundabout at the intersection of NE 137th Street and Highlands Drive, in order to reduce vehicular speed along Highlands Drive. The CMA team provided survey and geotechnical exploration; survey/as-built drawing review from local utilities; civil engineering regarding the site and initial site plan; and design and plan preparation including the demolition, earthwork, paving, grading, drainage, water, signing and marking, details, specifications and stormwater pollution prevention plans.

CMA coordinated permitting through Miami-Dade County – Department of Environmental Resource Management; Miami-Dade County Public Works; Miami-Dade County Fire Department; City of North Miami Beach Public Works; and Miami-Dade County RER Tree Section as required.

Construction administration support services included shop drawing reviews; responses to requests for information; weekly observation of the work and weekly field reports; and the coordination of certification/site close out packages.

**Downtown Coral Springs Streetscaping.** CMA was contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting, and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA provided civil engineering, landscape architecture, environmental permitting, and construction engineering and inspection services for the project.

The project included implementing Complete Street concepts for NW 31st Court, NW 94th Avenue, and NW 32nd Street. Additionally, CMA implemented the culverting of the canal along NW 31st court to provide space for a linear park, currently called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project includes the implementation of turn



lanes along Sample Road, median improvements in Sample Road, and minor improvements to adjacent alleyways and pedestrian pathways.

Overall, the project improves the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to the projects.

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

**Wiles Road Phase 2 (R1226729P1).** Chen Moore and Associates is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the second phase of the widening of Wiles Road between Riverside Drive and Rothschild in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.

**Westside Park Baseball Field.** Chen Moore and Associates provided design, permitting and construction engineering inspection services for the conversion of an existing football field and multi-purpose field into one Babe Ruth Baseball field, one Little League Baseball field, and one practice baseball field for the City of Deerfield Beach Parks and Recreation Department. The project is located in Westside Park, which is a 15 acre park located south of Hillsboro Boulevard, offering two lighted basketball courts, a football field with concession stand, two lighted tennis courts, a full service recreation center, full size gym, picnic areas and a newly renovated playground. CMA was responsible for providing survey, geotechnical, site planning, civil engineering, landscape architecture, MEP and structural engineering services. The scope of the project included the layout of the baseball fields with supporting services such as lighting, dugouts, scoreboards and irrigation. The project also included general improvements to the park around the baseball fields including better pedestrian access, ADA parking and sidewalk improvements, native landscaping, outdoor seating areas and stormwater improvements. The project is located in an underserved community of Deerfield Beach and provides access to improved parks and recreation services for the community. The project was funded through a Community Development Block Grant.

**Doral Glades Park.** Chen Moore and Associates provided site planning and landscape architecture for the design of a 24-acre park. The park carries a nature theme celebrating the flora and fauna of the Everglades. Divided into four themed areas, it celebrates mammals, birds, insects, and reptiles and amphibians of the Everglades. The site includes a 12 Acre lake with a kayak launch, recreational trail, and fishing pier extending into the lake. The parks program includes the following elements: themed playground (2-5 & 5-12 age groups), tennis/pickle ball courts, basketball courts, sand volleyball courts, multi-use fields, picnic pavilions, amphitheater, outdoor plazas, kayak rentals, community center, restrooms, parking and sports lighting. CMA served as a subconsultant to CPZ Architects and provided design (landscape, hardscape, irrigation, and lighting), permitting, and construction administration services. The site was designed to meet Green Globes criteria and includes extensive use of native plant materials and high efficiency irrigation.



#### Tanya L McCormick, RLA, AICP Project Landscape Architect

#### Education

Bachelor of Science, Landscape Architecture, University of Florida, 2009

#### Registration

Registered Landscape Architect, Florida, LA6667243, 2015

**Professional Affiliations** American Planning Association

**Certifications** Certified Landscape Inspector Ms. McCormick serves is a project landscape architect. Her experience includes developing and completing master plans, land plans, site plans, landscape plans and detailed design for commercial and residential properties of varying sizes and intensities. She has a knowledge of local municipal codes and is proficient in Florida's plant palette, local environmental conditions, and site-specific micro climates used to prepare aesthetic and functioning landscape designs. She has prepared illustrations and renderings for project exhibition and marketing; prepared presentations for public hearings and government staff authorization; and worked with multidisciplinary teams throughout design process and throughout government approval process.

#### **Project Experience**

Wiles Road Phase 3 Design Services. CMA is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the third phase of the widening of Wiles Road between Riverside Drive and University Drive in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.

**TWO 1--Turnpike GEC LA Services.** Florida Turnpike Enterprise General Engineering Contract. CMA is a subconsultant to HNTB on the General Engineering Contract for the Florida Turnpike Enterprise. CMA provides support to the District Landscape Architect's office in developing, managing, and implementing the five year landscape work program; landscape architectural design; updates and management of the FTE branding document; master planning of the FTE's landscape design; design for special assignments such as Suntrax, SR528, Coral Way Park, and interchange design for multiple locations; plans review; post design services; and landscape inventory utilizing ESRI GIS Collector to manage FTE's landscape assets.

**NMB-NE 35th Avenue Improvements.** CMA is providing civil engineering improvements for NE 35th Avenue for the City of North Miami Beach. The design will include divided lanes, minor drainage revisions, signage, striping, landscaping and irrigation. Additionally, this project will include new bike lanes along NE 35th Avenue, from 163rd Street to 171st Street, and will address lane widths, curbing, minor drainage revisions, sidewalks/ADA accessibility, signage and striping.

CMA's scope of services include coordinating a topographic survey, geotechnical exploration, traffic analysis, site reconnaissance, utility coordination, construction documents, permitting, bidding assistance and limited construction administration support services.



#### Joint Government Center Campus DCP - Broward County PNC2119087R1 - CMD2000014 ; Zyscovich Project

**104339/2001JGCC.** Broward County (County) and the City of Fort Lauderdale (City) are desirous to jointly develop a new government center campus to be occupied by both entities, with the intent of obtaining efficient facilities and provide opportunities for each to interact, share and collaborate and present a positive image of efficiency and cooperation between both entities for residents and prospective investors. The form and aesthetics of the campus will express the forward-thinking values and goals of both government entities.

The new campus is intended to replace the existing County Governmental Center East and City Hall and to produce a new joint governmental center; a new bus transit terminal for Broward County's Transportation Department and associated administration offices; multi-story parking garage; additional future office space; retail areas; etc. The new combined facility is anticipated to be a multi-story Class "A" office building or series of buildings approximately 700,000+ square feet, inclusive of 150,000 square feet for City use, in addition to the parking garage structure and bus terminal. The new joint facility is intended to house each entity's Commission Chambers and administrative service agencies.

Lauderhill Mall New Transit Facility (R2114326P1). CMA is providing civil engineering and landscape architecture for the Lauderhill Mall New Transit Facility. CMA will provide schematic design, design development and construction documents; bidding assistance; and construction administration services. The project will include extensive site work including but not limited to: paving and parking; site lighting; landscaping; storm water drainage system; traffic circulation, applicable utilities; irrigation and incorporation of a rain storm rainwater system including above or below ground collection tanks, photo-voltaic panels, etc.

The project entails the development of a new transit center within the Lauderhill Mall, in the City of Lauderhill to serve over 8,000 transit passengers daily. The new transit center will be a one story building or series of buildings, approximately 3,000 square feet in total. The new building shall include meeting room(s); drivers' lounge, breakroom with dedicated restrooms and locker areas; a customer service area with multiple "point-of-sales" deal window drawers; separate public restrooms; security booth and related mechanical and electrical equipment. The final design shall pay attention to passive and/or active security systems such as rated ballistic glazing, security cameras, access controls, etc. and will include vandal-proof accessories throughout.

The design will incorporate open-air raised passenger loading platforms directly adjacent and accessible to all bus bay areas. Passenger platforms shall be shielded by a canopy system approximately 25,000 square feet in area, with integrated drainage and lighting systems. Additional site amenities shall include decorative exterior bench-type seating and site accessories. Art in public spaces shall be coordinated and integrated in the final design concept, as specified by the Cultural Division and its selected artist.

**Broward County Convention Center Expansion Program Management - Broward County RFP# R1324608P1.** CMA is providing landscape architecture support for Owner's Representative for the design and construction of the Broward County Convention Center expansion, headquarters hotel, and enabling infrastructure projects in Fort Lauderdale, Broward County, Florida.



#### Stefan Bortak, RLA, CID Project Landscape Architect

#### Education

Bachelor of Science, Interdisciplinary Studies, University of Central Florida, 2012

#### Registration

Registered Landscape Architect, Florida, LA6667430, 2019

**Professional Affiliations** Irrigation Association

#### Certifications

EPA WaterSense Partner Certified Irrigation Designer Mr. Bortak is a certified irrigation designer - commercial for Chen Moore and Associates. He has over 15 years of experience with all aspects of irrigation consulting, design, details and specifications. He prepares landscape, hardscape, and irrigation plans from concept to construction documents; irrigation distribution plans; water use permits; water use analysis; LEED documentation and calculations. Mr. Bortak also performs construction administration, shop drawing review, and inspections. He is responsible for producing plan and section renderings and graphics, and realistic 3D renderings and fly-through videos.

#### **Project Experience**

Fort Lauderdale Beach Park. The purpose of this project was to provide the restoration and enhancement of the City-owned 6.5-acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping. Chen Moore and Associates prepared the required DRC submittal, which included all required public purpose approvals, as well as a conceptual layout of a new entrance at the southern end of the parking lot. This project was a joint effort between various City departments, including the City of Fort Lauderdale Beach Community Redevelopment Agency and Parking Services.

CMA coordinated the pre-construction historical site review. Upon discovery of the artifacts, CMA worked with the contractor to provide on-site supervision for all underground operations.

Dixie Highway Improvement Project Streetscape Plan. Chen Moore and Associates developed a streetscape master plan for Dixie Highway in the Middle River Terrace Neighborhood of Fort Lauderdale, Florida. CMA was contracted by the City to work with the local homeowners association who received a grant to fund the development of a complete streets master plan. The neighborhood was developed prior to many current planning and zoning standards being implemented in the City, as a result, the community had concerns about unsafe conditions for pedestrians and bicyclists due to unregulated land development patterns. CMA developed the master plan to include pedestrian and bike trails, to narrow the width of the travel ways, and added hardscape and landscape beautification, including the development of gateway features into the neighborhood. In order to facilitate the master plan, CMA analyzed the area with regard to current zoning and right of way conditions and conducting field studies at different times of the day to understand on the ground conditions that are affecting resident safety. The Project required coordination with the City of Fort Lauderdale and District 4 of the Florida Department of Transportation.



**Downtown Coral Springs Streetscaping.** CMA was contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting, and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA provided civil engineering, landscape architecture, environmental permitting, and construction engineering and inspection services for the project. The project included implementing Complete Street concepts for NW 31st Court, NW 94th Avenue, and NW 32nd Street. Additionally, CMA implemented the culverting of the canal along NW 31st court to provide space for a linear park, currently called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project includes the implementation of turn lanes along Sample Road, median improvements in Sample Road, and minor improvements to adjacent alleyways and pedestrian pathways. Overall, the project improves the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to the projects.

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

**Wiles Road Phase 3 Design Services.** CMA is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the third phase of the widening of Wiles Road between Riverside Drive and University Drive in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.

**Wiles Road Phase 2 (R1226729P1).** Chen Moore and Associates is providing landscape architecture services as a subconsultant to Kimley Horn and Associates for the second phase of the widening of Wiles Road between Riverside Drive and Rothschild in Coral Springs. CMA's scope of work includes landscape and irrigation design. CMA is also preparing public outreach documents to coordinate landscape impacts and improvements with abutting residential neighborhoods, commercial properties and government permitting agencies.

**Doral Glades Park.** Chen Moore and Associates provided site planning and landscape architecture for the design of a 24-acre park. The park carries a nature theme celebrating the flora and fauna of the Everglades. Divided into four themed areas, it celebrates mammals, birds, insects, and reptiles and amphibians of the Everglades. The site includes a 12 Acre lake with a kayak launch, recreational trail, and fishing pier extending into the lake. The parks program includes the following elements: themed playground (2-5 & 5-12 age groups), tennis/pickle ball courts, basketball courts, sand volleyball courts, multi-use fields, picnic pavilions, amphitheater, outdoor plazas, kayak rentals, community center, restrooms, parking and sports lighting. CMA served as a subconsultant to CPZ Architects and provided design (landscape, hardscape, irrigation, and lighting), permitting, and construction administration services. The site was designed to meet Green Globes criteria and includes extensive use of native plant materials and high efficiency irrigation.



#### Brittany Bourgault Landscape Designer

#### Education

Bachelor of Science, Landscape Architecture, University of Florida, 2009 Associate of Arts, General Studies, Santa Fe Community College, 2005

#### **Professional Affiliations**

American Society of Landscape Architects Ms. Bourgault is a landscape designer with CMA. Her experience includes master planning, site planning and landscape architecture. She is also experienced with creative design solutions / Cure Plans for land owners working with FDOT through right-of-way takings/eminent domain proceedings.

#### **Project Experience**

Sunset Point and Veterans Park Renovation Project - RFQ 19-26Q.Sunset Point Park Renovation Project – This project includes a replacement 720 SF ADA compliant restroom facility, as well as additional parking and parking lot renovations, drainage infrastructure, ADA sidewalks, along with associated landscape and irrigation improvements. Sunset Point Park, approximately 9 acres in size, is located in the City of Tamarac, Florida, just east of the Sawgrass Expressway. The park includes such amenities as a multipurpose trail with exercise stations, picnic shelters with grills, wetlands nature study kiosk, an ADA playground with shade cover, a small amphitheater, and restroom facilities. CMA prepared the civil engineering plans, landscape/irrigation plans, as well as site planning for this project, which included obtaining jurisdictional permitting and DRC approval.

**Veterans' Park Renovation Project** – This project includes the replacement of the existing restroom facility with a 720 SF ADA compliant restroom facility and renovations to the existing Veterans Monument. The project also includes parking lot renovations, drainage, and ADA sidewalks, along with associated landscape and irrigation improvements. The park covers an area of approximately 2.8 acres and is located at the northwest corner of University Drive and Southgate Blvd. in Tamarac, Florida. Tamarac Veterans Park is a passive park with open spaces along a canal, small boat-launching ramp, boat trailer parking, picnic areas, gazebos, and the Tamarac Veterans Memorial. CMA performed the preparation and processing of site plan (DRC submittal), civil engineering plans for all sitework-related improvements, landscape irrigation design, and construction observation.

**Doral White Course Park for City of Doral - RFQ 2019-43.** CMA is providing architecture and engineering services and related disciplines for the City of Doral, Florida. CMA will prepare full design documents, permitting, bid support and construction administration support services for a new 2.7ac. (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park will include a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services includes Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.



**Broward County Convention Cntr HQ Hotel Program Management - Broward County RFP# R1324608P1.** CMA is providing landscape architecture support for Owner's Representative for the design and construction of the Broward County Convention Center expansion, headquarters hotel, and enabling infrastructure projects in Fort Lauderdale, Broward County, Florida.

**TO-10 - P12470 - NW 15th Avenue Streetscape - City of Ft. Lauderdale 466-11723-2.** The City has requested that CMA provide professional services to enhance the performance and aesthetic condition of NW 15th Avenue. The scope of work is primarily identified as developing and implementing a Complete Streets approach to the corridor to enhance safety and aesthetics for the community. Specific instruments to be included are traffic calming, a shared use path, sidewalk improvements, bring the corridor up to current Americans with Disabilities Act (ADA) standards, crosswalks, pedestrian lighting, landscape islands, landscape enhancements, and street furnishings.



#### Eric Steven Ferguson Sr. Landscape Designer

#### Education

Bachelor of Science, Landscape Architecture, West Virginia University, 1999 Associate of Arts, Architectural Drafting Detailing/General Studies, Washtenaw Community College, 1993

#### **Professional Affiliations**

United States Coast Guard Auxiliary Mr. Ferguson is a senior landscape designer with CMA.. His 19 years of experience includes serving as a Landscape/Irrigation Designer and Project Manager for another firm where he produced site, landscape and irrigation plans and performed construction observation. Eric stays current with the latest software used in landscape design production including AutoCAD, LandFX 2017 and Microstation SS3,SS4.

#### **Project Experience**

**TWO-01 Landscape Architecture Services - C-9041 - K&S Project 18250.GC.** CMA is providing Landscape Architecture Services to FDOT D4 as a subconsultant to Keith and Schnars. Potential tasks include the following: plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural consultation; miscellaneous engineering support consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; assisting staff in permitting; providing assistance to staff in project coordination, correspondence and project filing; and developing project scopes.

**TWO 1--Turnpike GEC LA Services.** Florida Turnpike Enterprise General Engineering Contract. CMA is a subconsultant to HNTB on the General Engineering Contract for the Florida Turnpike Enterprise. CMA provides support to the District Landscape Architect's office in developing, managing, and implementing the five year landscape work program; landscape architectural design; updates and management of the FTE branding document; master planning of the FTE's landscape design; design for special assignments such as Suntrax, SR528, Coral Way Park, and interchange design for multiple locations; plans review; post design services; and landscape inventory utilizing ESRI GIS Collector to manage FTE's landscape assets.

**Misc District Wide Landscape Support-TWO 1.**CMA is providing FDOT District 6 with miscellaneous landscape architectural services. The scope of services includes plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural and engineering consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; permitting; project coordination, correspondence, and project filing; and developing project scopes.

**Doral Glades Park.** Chen Moore and Associates provided site planning and landscape architecture for the design of a 24-acre park. The park carries a nature theme celebrating the flora and fauna of the Everglades. Divided into four themed areas, it celebrates mammals, birds, insects, and reptiles and amphibians of the Everglades. The site includes a 12 Acre lake with a kayak launch, recreational trail, and fishing pier extending into the lake. The parks program includes the following elements: themed playground (2-5 & 5-12 age groups), tennis/pickle ball courts, basketball courts, sand volleyball



courts, multi-use fields, picnic pavilions, amphitheater, outdoor plazas, kayak rentals, community center, restrooms, parking and sports lighting. CMA served as a subconsultant to CPZ Architects and provided design (landscape, hardscape, irrigation, and lighting), permitting, and construction administration services. The site was designed to meet Green Globes criteria and includes extensive use of native plant materials and high efficiency irrigation.

**David Park Improvements.** CMA is providing civil engineering and landscape architecture as part of CPZ Architecture's team for David Park and George Mudd Playground in the City of Margate. CMA is providing design development; construction documents; government permitting; and construction administration for this project. The proposed program for the project includes the design, permitting, and construction for a prefabricated pavilion on concrete slab; replacement concrete sidewalks and bathroom apron; utility connections for a new prefabricated bathroom; new 10 car surface parking area with roadway connection; landscape and irrigation; and stormwater design and permitting to accommodate new improvements. The site plan will include water, sewer, drainage, paving & marking, landscape and irrigation plans for the project.

**Westlake City Engineering Services.** CMA is providing engineering and landscape architecture services for the City of Westlake. The scope includes review of permit applications; review of plans; coordination with the City's planner; coordination with the City's staff members; and coordination with Seminole Improvement District.

**TWO 8 LA Design Services 425402-1-32-04.** Chen Moore and Associates holds a Miscellaneous Task contract with FDOT District 6. This project involves many smaller assignments ranging from tree disposition plans for a roadway project, plant replacement and irrigation adjustments for safety upgrades at intersections, review of Joint Participation Agreement tasks with D6 and local entities, conceptual designs for local entity review to post design services ensuring project compliance.



#### Jinna Kim Cooper Landscape Designer

#### Education

Bachelor of Arts, Landscape Architecture, University of Florida, 2009

#### Awards

Magna Cum Laude Rain Bird Irrigation Design Award, 2007 The Honor Society of Sigma Lambda Alpha, 2008 Jinna Cooper is a landscape and irrigation designer with CMA. She has 14 years of experience working directly under landscape architects providing construction documents for both municipal and private development sectors. She has worked on a variety of projects around the world, including government facilities and institutions, resorts, theme parks, commercial and residential sites, providing design services and post-design services. She also has experience with LEED and WELO water efficiency design.

#### **Project Experience**

**NMB-NE 35th Avenue Improvements.** CMA is providing civil engineering improvements for NE 35th Avenue for the City of North Miami Beach. The design will include divided lanes, minor drainage revisions, signage, striping, landscaping and irrigation. Additionally, this project will include new bike lanes along NE 35th Avenue, from 163rd Street to 171st Street, and will address lane widths, curbing, minor drainage revisions, sidewalks/ADA accessibility, signage and striping.

CMA's scope of services include coordinating a topographic survey, geotechnical exploration, traffic analysis, site reconnaissance, utility coordination, construction documents, permitting, bidding assistance and limited construction administration support services.

**TWO 1--Turnpike GEC LA Services.** Florida Turnpike Enterprise General Engineering Contract. CMA is a subconsultant to HNTB on the General Engineering Contract for the Florida Turnpike Enterprise. CMA provides support to the District Landscape Architect's office in developing, managing, and implementing the five year landscape work program; landscape architectural design; updates and management of the FTE branding document; master planning of the FTE's landscape design; design for special assignments such as Suntrax, SR528, Coral Way Park, and interchange design for multiple locations; plans review; post design services; and landscape inventory utilizing ESRI GIS Collector to manage FTE's landscape assets.

**TWO 04 - SR 684 Cortez Road (E. of 123 St. W. to 119th St. W.) - C9Z63 - FDOT D1 - FM No. 436551-3-32-01.**CMA is providing professional services for FDOT District 1, as part of a continuing services contract for "Districtwide Landscaping". This task work order is for landscape improvements associated with SR 684 in Manatee County, Florida. The project limits are within the SR 684 right of way from (MP 0.839 to MP 1.255) East of 123rd Street West to 119th Street West. CMA's scope includes coordination with stakeholders, tree disposition, landscape, and irrigation design.

**I-4 Ultimate Project.** CMA is part of the design-build team working to complete the I-4 Ultimate project. Our experienced staff, working with the Landscape Architect of Record, conduct field reviews to observe layouts and make recommendations on adjustments for utilities, sign view zones,



stormwater management facilities, and other infrastructure. The complexity of the project requires adaptations of the design, which often changes to respond to field conditions and local preferences. This effort is ongoing throughout the Orlando metropolitan area from the resort areas southwest of downtown, to the quiet rest area north of Altamonte Springs.

**Sunset Point Park Renovation Project** – This project includes a replacement 720 SF ADA compliant restroom facility, as well as additional parking and parking lot renovations, drainage infrastructure, ADA sidewalks, along with associated landscape and irrigation improvements. Sunset Point Park, approximately 9 acres in size, is located in the City of Tamarac, Florida, just east of the Sawgrass Expressway. The park includes such amenities as a multipurpose trail with exercise stations, picnic shelters with grills, wetlands nature study kiosk, an ADA playground with shade cover, a small amphitheater, and restroom facilities. CMA prepared the civil engineering plans, landscape/irrigation plans, as well as site planning for this project, which included obtaining jurisdictional permitting and DRC approval.

**Veterans' Park Renovation Project** – This project includes the replacement of the existing restroom facility with a 720 SF ADA compliant restroom facility and renovations to the existing Veterans Monument. The project also includes parking lot renovations, drainage, and ADA sidewalks, along with associated landscape and irrigation improvements. The park covers an area of approximately 2.8 acres and is located at the northwest corner of University Drive and Southgate Blvd. in Tamarac, Florida. Tamarac Veterans Park is a passive park with open spaces along a canal, small boat-launching ramp, boat trailer parking, picnic areas, gazebos, and the Tamarac Veterans Memorial. CMA performed the preparation and processing of site plan (DRC submittal), civil engineering plans for all sitework-related improvements, landscape irrigation design, and construction observation.



#### Yan Chen Landscape Designer

#### Education

Master of Science, Landscape Architecture, University of Florida, 2017 Bachelor of Arts, Urban Design, South Agriculture University in Guangzhou, China, o Yan Chen is a landscape designer with Chen Moore and Associate's Landscape Architecture team. Ms. Chen provides design and production support for landscape architecture lead projects.

#### **Project Experience**

**NMB-Highland Drive Roadway Improvements.** CMA is providing civil engineering services for the Highlands Drive Roadway Improvements project for the City of North Miami Beach, Florida. The scope includes designing and reconstructing Highlands Drive, from Biscayne Blvd, south to the interface with the new roundabout currently in design by CMA. The proposed roadway reconstruction will include two-lane divided boulevard section, appropriate drainage system, landscaping and irrigation.

CMA will coordinate the topographic survey, geotechnical exploration, site reconnaissance and utility conditions; prepare construction documents; acquire permitting and approvals; oversee bidding assistance; and provide limited construction administration support services.

TWO-01 Landscape Architecture Services - C-9041 - K&S Project 18250.GC.

CMA is providing Landscape Architecture Services to FDOT D4 as a subconsultant to Keith and Schnars. Potential tasks include the following: plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural consultation; miscellaneous engineering support consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; assisting staff in permitting; providing assistance to staff in project coordination, correspondence and project filing; and developing project scopes.

**Misc District Wide Landscape Support-TWO 1.** CMA is providing FDOT District 6 with miscellaneous landscape architectural services. The scope of services includes plan reviews; attending and reporting on design, coordination, and review meetings; miscellaneous landscape architectural and engineering consultation; miscellaneous landscape architectural planning and design; construction inspection and/or field assessments; rendering sections and plan boards; permitting; project coordination, correspondence, and project filing; and developing project scopes.

**SR 5 Overseas Hwy/Landscape Plans-TWO 2.** CMA is leading a multidisciplinary consultant team to deliver landscape plans for the SR5/Overseas Highway (MM15.46 to MM20.14) project on Sugarloaf Key for Florida Department of Transportation District 6 under our Districtwide Landscape Architecture Contract. The study segment along SR5/Overseas Highway begins at Lower Sugarloaf key south of the Harris Channel continuing north over Park Key and ending on the north end of Upper Sugarloaf Key. CMA is providing survey, environmental resource studies, traffic control plans, community awareness plans and workshops,



renderings, and landscape plans for the project. The project will let for construction in FY2019.

**I-4 Ultimate Project.** CMA is part of the design-build team working to complete the I-4 Ultimate project. Our experienced staff, working with the Landscape Architect of Record, conduct field reviews to observe layouts and make recommendations on adjustments for utilities, sign view zones, stormwater management facilities, and other infrastructure. The complexity of the project requires adaptations of the design, which often changes to respond to field conditions and local preferences. This effort is ongoing throughout the Orlando metropolitan area from the resort areas southwest of downtown, to the quiet rest area north of Altamonte Springs.

**Clinton E Phipps James Racetrack Stadium Landscape Arch.** CMA is providing civil engineering and landscape architecture for Clinton E Phipps James Racetrack Stadium St Thomas in St. Croix, USVI. CMA will provide construction documents, assist with bidding/permitting and perform construction administration services.



Jason J McClair, P.E., CFM, LEED AP Senior Engineer

#### Education

Bachelor of Science, Civil Engineering, University of Florida, 1996

#### Registration

Professional Engineer, Florida, 56962, 2001

#### **Professional Affiliations**

American Public Works Association American Society of Civil Engineers Broward County Gator Club Florida Engineering Society National Society of Professional Engineers University of Florida Alumni Association

#### Certifications

SewerCAD Master Modeler (Haestad Methods) WaterCAD Master Modeler (Haestad Methods) ICPR Modeler (Streamline Technologies) **Radiation Safety Officer** (Troxler) Nuclear Density Gauge Operator (Troxler) Certified Floodplain Manager FDOT LAP Compliance SWMM Stormwater Modeler FDOT LAP Compliance update June 2014 SWMM Modeling Software Training Advanced Work Zone Traffic Control (FICE)

Mr. McClair has over 24 years of engineering experience in utility infrastructure design, regulatory permitting, geotechnical engineering, and computer aided flow modeling for stormwater collection, water distribution, and sanitary transmission systems. He has worked as project manager on multiple previous projects for the City of Pompano Beach, which include the City's Stormwater Master Plan, the Avondale Stormwater Improvements, and the Old Pompano Infrastructure Improvements along with multiple lift station rehabilitation projects. Mr. McClair will provide engineering for all projects under this contract.

#### **Project Experience**

Avondale Stormwater Improvements. The primary purpose of the Avondale Stormwater Improvement Project is to reduce the flooding depth and duration within the neighborhood during significant storm events. Based on our analysis of the various system improvement alternatives during the Stormwater Master Plan, the implementation of a stormwater pumping system into the SFWMD G16 Canal would be the most effective option for reducing the peak flood stage and reducing the flood duration within the Avondale Neighborhood by increasing the discharge rate via the existing outfalls when the canal levels are elevated. Stormwater improvements within the Avondale neighborhood will encounter limitations due to the regulatory requirements on the stormwater discharges via the system outfalls. Since this neighborhood discharges into the SFWMD G-16 Canal, which is currently listed as an impaired water body by the Florida Department of Environmental Protection, the level of water quality improvements is critical to enable the potential implementation of a new stormwater improvements within the Avondale neighborhood. CMA completed a Preliminary Design Report for the Avondale neighborhood to assess the feasibility, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of each potential improvement alternative within the neighborhood. CMA prepared a Preliminary Design Report which outlined the impacts of the potential stormwater improvement alternatives and presents the recommended stormwater improvements within the Avondale neighborhood. Within the Stormwater Master Plan, the recommended stormwater improvements for the Avondale neighborhood include the construction of a new stormwater pump station, which pumps into potential dry retention area(s) throughout the study area before overflowing into the SFWMD G16 Canal along with local stormwater improvements throughout the public right-of-way areas in the neighborhood. The Preliminary Design Report includes a feasibility assessment of various potential system improvement alternatives, which include:

- Stormwater pump station with direct discharge into SFWMD G16 Canal
- Stormwater pump station with direct discharge into Avondale Park



- System connection for portable stormwater pump for emergency bypass pumping into SFWMD G16 Canal
- Upsize existing 18-inch outfall at SW 1st Street
- Upsize existing 15-inch outfall at SW 3rd Avenue
- Interconnection of 3 existing outfalls with new drainage piping
- Installation of backflow prevention at 3 existing outfalls
- New dry retention areas in Avondale Park
- New dry retention area at west end of SW 2nd Street
- New dry retention area along north side of SW 1st Street
- Deeper swale areas throughout the neighborhood right of way areas
- Underground stormwater storage system in Avondale Park
- Limited exfiltration trench
- · Raise elevation of existing neighborhood roadways
- Purchase private property for dry retention purposes

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

Pompano Beach Stormwater Master Plan. Chen Moore and Associates (CMA) prepared a Stormwater Master Plan (SWMP) for the entire City of Pompano Beach limits, which encompasses approximately 24.6 square miles. The City operates and maintains its own stormwater facilities within City right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, outfalls, and canals that connect to the Intracoastal Waterway. The purpose of this SWMP was to identify any deficiencies in the existing stormwater management system in regards to flood control and water quality treatment. The SWMP will allow the City to understand the necessary drainage improvements over the next few years and to budget accordingly. CMA recommended system improvements to meet regulatory Level of Service (LOS) criteria in regards to peak flood stage, peak discharge, and water quality. Within the SWMP, CMA provided recommendations for improvements to the system that will eliminate or reduce the ponding currently encountered within right-of-way areas during or after rainfall events. The SWMP will define the existing stormwater management system; summarize the results of the stormwater model for the existing conditions; prioritize the proposed improvements to the stormwater management system; and provide an estimated cost to construct these upgrades to the stormwater management system. As part of this project, CMA assisted the City with the documentation of how the Floodplain Management Plan was prepared per the requirements of FEMA. The SWMP will be configured to address the relevant FEMA requirements related to Floodplain Management, including Activity 510 - Floodplain Management Planning, Activity 530 - Flood Protection, and Activity 540 - Drainage System Maintenance. CMA will submit the Floodplain Management Plan to FEMA for review.



#### Jennifer Lea Smith, P.E. Senior Engineer

#### Education

Bachelor of Science, Civil Engineering, Florida Atlantic Engineering, 2006

#### Registration

Professional Engineer, Florida, 72232, 2011

#### **Professional Affiliations**

American Society of Civil Engineers Florida Atlantic University Civil Engineering (CE) Department Advisory Florida Engineering Society Florida Water and Environmental Association Leadership Broward National Society of Professional Engineers

#### Certifications

SWMM training ICPR 3 and ICPR 4 Training Stormwater Management Inspector

#### Awards

ASCE Broward Branch of the Year under Jennifer's leadership as President of the branch - 2019 ASCE Young Engineer of the Year - 2019 Most Active Broward ASCE Member - 2009 Ms. Smith has over 14 years of engineering experience on public infrastructure projects throughout Broward County, including on various projects in the City of Pompano Beach. Her project experience includes the Pompano Beach Stormwater Master Plan, various drainage projects in Pompano Beach and Coral Springs, and multiple Broward County UAZ Water and Sewer Improvements projects. Ms. Smith will provide engineering assistance under this contract.

# **Project Experience**

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

Avondale Stormwater Improvements. The primary purpose of the Avondale Stormwater Improvement Project is to reduce the flooding depth and duration within the neighborhood during significant storm events. Based on our analysis of the various system improvement alternatives during the Stormwater Master Plan, the implementation of a stormwater pumping system into the SFWMD G16 Canal would be the most effective option for reducing the peak flood stage and reducing the flood duration within the Avondale Neighborhood by increasing the discharge rate via the existing outfalls when the canal levels are elevated. Stormwater improvements within the Avondale neighborhood will encounter limitations due to the regulatory requirements on the stormwater discharges via the system outfalls. Since this neighborhood discharges into the SFWMD G-16 Canal, which is currently listed as an impaired water body by the Florida Department of Environmental Protection, the level of water quality improvements is critical to enable the potential implementation of a new stormwater improvements within the Avondale neighborhood. CMA completed a Preliminary Design Report for the Avondale neighborhood to assess the feasibility, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of each potential improvement alternative within the neighborhood. CMA prepared a Preliminary Design Report which outlined the impacts of the potential stormwater



improvement alternatives and presents the recommended stormwater improvements within the Avondale neighborhood. Within the Stormwater Master Plan, the recommended stormwater improvements for the Avondale neighborhood include the construction of a new stormwater pump station, which pumps into potential dry retention area(s) throughout the study area before overflowing into the SFWMD G16 Canal along with local stormwater improvements throughout the public right-of-way areas in the neighborhood.

Pompano Beach Stormwater Master Plan. Chen Moore and Associates (CMA) prepared a Stormwater Master Plan (SWMP) for the entire City of Pompano Beach limits, which encompasses approximately 24.6 square miles. The City operates and maintains its own stormwater facilities within City right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, outfalls, and canals that connect to the Intracoastal Waterway. The purpose of this SWMP was to identify any deficiencies in the existing stormwater management system in regards to flood control and water quality treatment. The SWMP will allow the City to understand the necessary drainage improvements over the next few years and to budget accordingly. CMA recommended system improvements to meet regulatory Level of Service (LOS) criteria in regards to peak flood stage, peak discharge, and water quality. Within the SWMP, CMA provided recommendations for improvements to the system that will eliminate or reduce the ponding currently encountered within right-of-way areas during or after rainfall events. The SWMP will define the existing stormwater management system; summarize the results of the stormwater model for the existing conditions; prioritize the proposed improvements to the stormwater management system; and provide an estimated cost to construct these upgrades to the stormwater management system. As part of this project, CMA assisted the City with the documentation of how the Floodplain Management Plan was prepared per the requirements of FEMA. The SWMP will be configured to address the relevant FEMA requirements related to Floodplain Management, including Activity 510 - Floodplain Management Planning, Activity 530 - Flood Protection, and Activity 540 - Drainage System Maintenance. CMA will submit the Floodplain Management Plan to FEMA for review.

**Downtown Coral Springs Streetscaping.** CMA was contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting, and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA provided civil engineering, landscape architecture, environmental permitting, and construction engineering and inspection services for the project.

The project included implementing Complete Street concepts for NW 31st Court, NW 94th Avenue, and NW 32nd Street. Additionally, CMA implemented the culverting of the canal along NW 31st court to provide space for a linear park, currently called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project includes the implementation of turn lanes along Sample Road, median improvements in Sample Road, and minor improvements to adjacent alleyways and pedestrian pathways.

Overall, the project improves the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to the projects.



# Derrick E Smith, CFM, LEED AP Senior Construction Specialist

#### Education

Bachelor of Science, Building Construction Management, University of Florida, 2005

#### **Professional Affiliations**

Member of the University of Florida Chapter of Beta Theta Pi

Student Chapter of the Associated Builders and Contractors

University of Florida Alumni Association

#### Certifications

Earthwork Construction Inspection Level I **Concrete Field Inspector** Specifications Managing Floodplain Development through the NFIP 10-Hour OSHA Hazard Recognition Training for the **Construction Industry** Course NPDES Inspector Asphalt Paving Technician Level I **ASFPM Certified Floodplain** Manager Hazmat Certification

Mr. Smith has over 14 years of experience as a construction project administrator and engineering inspector. He has assisted municipal clients in the role of construction project administrator and owner's representative on several projects which included vertical construction as well as site development. In his role, Mr. Smith was the liaison between the Owner and Contractor performing the oversight of infrastructure, various municipal buildings and utility installations. His duties included managing budgets and schedules and monitoring construction activities. Mr. Smith has been responsible for the development of several projects for the City of Pompano Beach. In his role of owner's representative, he was also responsible for coordinating project activities, construction document interpretation, approving pay requests, assisting with dispute resolution and providing directives to multiple parties including contractors and consultants. Mr. Smith will provide construction administration support on any projects under this contract.

#### **Project Experience**

**Old Pompano Area Improvements.** CMA is providing planning and design services for infrastructure improvements within the public right-of-way areas within the project limits for the Old Pompano Area for the City of Pompano Beach. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City, along with recently constructed infrastructure improvements within the Old Pompano Area. The proposed infrastructure improvements within Phase 2 in the Old Pompano Area will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems.

**Avondale Stormwater Improvements.** The primary purpose of the Avondale Stormwater Improvement Project is to reduce the flooding depth and duration within the neighborhood during significant storm events. Based on our analysis of the various system improvement alternatives during the Stormwater Master Plan, the implementation of a stormwater pumping system into the SFWMD G16 Canal would be the most effective option for reducing the peak flood stage and reducing the flood duration within the Avondale Neighborhood by increasing the discharge rate via the existing outfalls when the canal levels are elevated. Stormwater improvements within the Avondale neighborhood will encounter limitations due to the regulatory requirements on the stormwater discharges via the system outfalls. Since this neighborhood discharges into the SFWMD G-16 Canal, which is currently listed as an impaired water body by the Florida Department of Environmental Protection, the level of water quality



improvements is critical to enable the potential implementation of a new stormwater improvements within the Avondale neighborhood.

CMA completed a Preliminary Design Report for the Avondale neighborhood to assess the feasibility, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of each potential improvement alternative within the neighborhood. CMA prepared a Preliminary Design Report which outlined the impacts of the potential stormwater improvement alternatives and presents the recommended stormwater improvements within the Avondale neighborhood. Within the Stormwater Master Plan, the recommended stormwater pump station, which pumps into potential dry retention area(s) throughout the study area before overflowing into the SFWMD G16 Canal along with local stormwater improvements throughout the public right-of-way areas in the neighborhood.

Pompano Beach Stormwater Master Plan. Chen Moore and Associates (CMA) prepared a Stormwater Master Plan (SWMP) for the entire City of Pompano Beach limits, which encompasses approximately 24.6 square miles. The City operates and maintains its own stormwater facilities within City right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, outfalls, and canals that connect to the Intracoastal Waterway. The purpose of this SWMP was to identify any deficiencies in the existing stormwater management system in regards to flood control and water quality treatment. The SWMP will allow the City to understand the necessary drainage improvements over the next few years and to budget accordingly. CMA recommended system improvements to meet regulatory Level of Service (LOS) criteria in regards to peak flood stage, peak discharge, and water quality. Within the SWMP, CMA provided recommendations for improvements to the system that will eliminate or reduce the ponding currently encountered within right-of-way areas during or after rainfall events. The SWMP will define the existing stormwater management system; summarize the results of the stormwater model for the existing conditions; prioritize the proposed improvements to the stormwater management system; and provide an estimated cost to construct these upgrades to the stormwater management system. As part of this project, CMA assisted the City with the documentation of how the Floodplain Management Plan was prepared per the requirements of FEMA. The SWMP will be configured to address the relevant FEMA requirements related to Floodplain Management, including Activity 510 – Floodplain Management Planning, Activity 530 - Flood Protection, and Activity 540 - Drainage System Maintenance. CMA will submit the Floodplain Management Plan to FEMA for review.

In conjunction with CIP Implementation Plan to be defined within the Stormwater Master Plan document, an annual budget for the stormwater management system was developed. The annual budget includes operational expenditures necessary for appropriate maintenance activities and capital expenditures necessary to implement the recommended system improvements defined within the Stormwater Master Plan. CMA reviewed these annual expenditures to verify the adequacy of the existing stormwater utility fee and provided recommendations for an adjustment to the stormwater utility fee for consideration by the City. CMA provided revised calculations for the stormwater utility fee and language for the City Commission to consider for updating the ordinance.



Professional Resume **Tyler Chappell** 

# Education

Texas Christian University- Fort Worth, Texas, Bachelor of Science, August 1997, Environmental Science

### **Summary**

Mr. Chappell's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting, mitigation design, and mitigation monitoring. Mr. Chappell has performed a number of endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. Mr. Chappell has also conducted construction compliance inspections including turbidity monitoring for wetland and coastal projects. He has over eighteen years of experience in many types of environmental permitting, including residential docks, marinas and coastal development.

# Professional Experience:

#### VICE PRESIDENT

#### The Chappell Group, Inc. Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, Phase I ESA's, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands. Construction compliance inspections including turbidity monitoring for wetland and coastal projects.

#### DIRECTOR, ENVIRONMENTAL SERVICES

# Craven Thompson & Associates, Inc. Fort Lauderdale, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, Phase I ESA's, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

### Partial List of Projects:

- Gateway Hotel & Marina, Daytona Beach
- Harbour Towne Marina Dania Beach
- Sunrise Harbor Marina, Fort Lauderdale
- Port Everglades Bridge over the FPL Discharge Canal, Port Everglades
- Boca Raton Beach Club & Marina, Boca Raton
- Ocean Express Pipeline, Dania Beach / Bahamas
- Miramar Regional Park, Miramar
- Dania Beach Port Casino, Dania Beach
- Border Patrol Center, Hollywood, FL
- Heron Bay, Parkland
- White Bay Cay, Exumas
- Hall of Fame Marina, Fort Lauderdale
- Fort Lauderdale Hollywood International Airport, Broward County
- Broward County Mitigation Monitoring, BC Waste & Recycling Services
- Pembroke Road over I-75, Broward County
- Sheridan Street, Broward County
- Deerfield Beach Pier Renovation, Deerfield Beach, FL
- Radisson Riverwalk Hotel, Tampa
- Port Everglades Turning Notch Expansion, Fort Lauderdale, FL
- Dania Beach Marina, Dania Beach, FL
- Broward County Segment II Beach Renourishment
- Southport Phase XI A&B



714 East McNab Road Pompano Beach, Florida 33060 Ph: (954) 782-1908, ext. 300 Fax: (954) 782-1108 tyler@thechappellgroup.com www.thechappellgroup.com

APRIL 2005 - PRESENT

JANUARY 1998 – APRIL 2005

# Certifications:

• ISA Certified Arborist

### Affiliations:

- South Florida Association of Environmental Professionals, Past President
- Florida Association of Environmental Professionals, Past Board Member
- Leadership Broward Graduate, Class XIX
- Marine Industries Association of South Florida, Member
- Florida Inland Navigation District, Past Broward Commissioner
- Riverwalk Trust, Past Board Member
- Broward Alliance, Past Investor
- International Society of Arboriculture, Certified Arborist, Member
- Hillsboro Inlet District, Broward Commissioner
- Friends of Hugh Taylor Birch State Park, Secretary of Board
- Port Everglades Association, Board Member
- Broward Workshop, Business Advocacy Committee
- Coastal Coalition, Fort Lauderdale Chamber of Commerce



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# Professional Resume KATHRYN BONGARZONE

# **Education**

Averett University, Danville Virginia 2007-2010 B.S. Environmental Science, minor Political Science, Magna Cum Lade

# <u>Summary</u>

Ms. Bongarzone's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting, mitigation design, and mitigation monitoring. Ms. Bongarzone has experience with endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. As a member of *The Chappell Group, Inc.'s* team, Ms. Bongarzone is handling environmental permitting, including residential docks, marinas and coastal development projects.

# Professional Experience:

SENIOR PROJECT BIOLOGIST

# The Chappell Group, Inc. Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

# Newfound Harbor Marine Institute at Seacamp Association

Head Unit Leader/Instructor

-Teach students through lecture, laboratory and field lessons in interpretive tropical marine science both on land and on water

- Captain a 26 ft. USCG designated research vessel, act as an ARC lifeguard, NAUI skin diving leader, and participate in hospitality services necessary to a residential facility

- Work directly with teachers to coordinate their trip for up to 120 students, including logistics, custom scheduling and lesson plans to fit the needs of each school

# Partial List of Projects:

• Port Everglades Turning Notch Expansion, Port Everglades

- Dania Beach Marina, Dania Beach
- Yachts Miami Beach Boat show, Miami Beach
- Harbor Towne Marina, Dania Beach
- Lauderdale Marine Center, Fort Lauderdale
- Pier 66 Marina, Fort Lauderdale
- Sunrise Parks, City of Sunrise
- Cooper City Soccer Park, Cooper City
- Alsdorf Park, Pompano Beach
- Private client, single family home dock design and permitting
- Tortuga Music Festival

# <u>Affiliations:</u>

- South Florida Association of Environmental Professionals, Member
- Leadership Broward, Class XXXVII
- International Society of Arboriculture, Certified Arborist, Member



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MAY 2014 – PRESENT

SEPTEMBER 2012- APRIL 2014

# Certifications:

- ISA Certified Arborist
- USCG OUVP Licensed Captain with Towing Endorsement
- ARC Lifeguard, First Aid and CPR certified
- ARC Lifeguard, First Aid and CPR Instructor
- PADI Open water SCUBA certified



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# vsp



Years with the firm 17 Years total 26

#### Education

B.S., Electrical Engineering, Tulane University, 1994

#### **Professional qualifications**

Professional Engineer: Florida, 2002 (58657); Delaware, Arizona

LEED Green Associate

# MILTON KRAMER, PE, LEED GA Electrical Discipline Lead and Project Manager

#### CAREER SUMMARY

Mr. Kramer specializes in designing electrical distribution and fire protection systems for a breadth of facilities, including transportation facilities; parks, libraries, and sporting venues; telecommunications, health care, government, and institutional buildings; and residences, restaurants, retail centers, and commercial office/municipal structures. As electrical discipline lead and project manager, Mr. Kramer evaluates the mechanical, electrical, plumbing, and life safety features of structures.

#### PROFESSIONAL EXPERIENCE

- City of Hollywood, Turtle Lighting Compliance Study, Hollywood, Florida: project manager and electrical engineer of record for evaluation of 11 miles of existing roadway and pedestrian lighting. Scope consisted of inspections for compliance with Turtle Lighting Ordinances and reporting on such, photometric inspections and reporting of existing lighting photometric conditions with recommendations for improvements, and associated cost estimates. Future scope to include implementing improvements with new and retrofitted turtle compliant roadway and pedestrian lighting.
- FLL, Roadway and Garage Wayfinding Master Plan, Fort Lauderdale, Florida: project manager and electrical engineer of record for design and engineering of power and lighting for both various sign types (e.g., dynamic message signage and externally illuminated airport and Florida DOT signage) throughout the entering roadways off and on airport property as well as all garages for the publicly accessible portion of airport. In addition, scope included bid assistance and full standard services during construction. Cost: \$18M.
- Town of Davie Fire Station 86, Davie, Florida: project manager and electrical engineer of record for design of an 14,700 SF, one-story masonry building serving as a combination fire station and facilities operation center, which doubles as a post-hurricane operations center with standby generator power sufficient for the whole facility. The building accommodates living and sleeping quarters, commercial kitchen, bathing facilities, offices, apparatus bays for fire and emergency vehicles, and garage featuring drive-through engine bays with front and rear access drives. The facilities operation center side includes meeting rooms, a commercial kitchen, and main server room housing a 100-kilowatt uninterruptable power supply. The building is anticipated to receive a LEED Silver certification. The building was designed with all LED lighting using occupancy and daylight harvesting sensors for maximized energy efficiency, fire alarm, and emergency life safety systems. Responsibilities included project management, electrical design, administration of and assistance with security system design provisions, as well as services during construction and commissioning.
- City of Hollywood Fire Station 45, Hollywood, Florida: project manager and electrical engineer of record for design of a 7,500 SF, one-story masonry building with standby generator power sufficient for the whole facility. The building accommodates living and sleeping quarters, commercial kitchen, bathing facilities, offices, apparatus bays for fire and emergency vehicles, and garage featuring drivethrough engine bays with front and rear access drives. The building is anticipated to receive a LEED Silver certification. The building was designed with all LED lighting using occupancy and daylight harvesting sensors for maximized energy efficiency, fire alarm, and emergency life safety systems. Responsibilities included project management, electrical design, administration of and assistance with security system

# MILTON KRAMER, PE, LEED GA Electrical Discipline Lead and Project Manager

design provisions, as well as services during construction and commissioning. Cost: \$3M.

- Dania Beach Municipal Marina, Dania Beach, Florida: electrical engineer of record for this marina renovation and expansion project that included new concrete floating dock system on the intra-coastal and reconstruction of the existing marina, which are used for smaller vessels. Mr. Kramer was responsible for designing and coordinating power, communications, lighting, and fire alarm for the new marina. This included a 1,00A/480V/3Ph electrical for power connections to various size vessels via dock pedestals, each with communications, as well as power to all ancillary mechanical equipment.
- Kings Point Natatorium, Delray Beach, Florida: electrical engineer of record for complete renovation of a 15,000 SF natatorium including four new pool layouts and sizes (lap, resistance, exercise and spa). Work included conversion of a mechanically ventilated facility to a fully air-conditioned facility. Design provided new LED lighting, electrical service, dehumidification, and air conditioning systems along with heat recovery for pool water pre-heating and the required building envelope modifications to control moisture and heat transfer.
- Broward County, Central Broward Regional Park, Lauderhill, Florida: project manager and electrical engineer of record for a 110-acre park that includes a competition cricket stadium, aquatic facilities, and soccer fields with various supporting recreational fields/courts and pavilions. Responsibilities included project management and electrical design of lighting and power distribution to accommodate all aspects of the facility's various uses, preparation of construction documents, and construction administration services. Cost: \$49M.
- Broward County, Edgar P. Mills Multi-Purpose Center, Fort Lauderdale, Florida: project manager and electrical engineer of record for design of a three-story, 50,000 SF facility; three-story parking garage that accommodates 324 vehicles; outdoor covered eating area; and covered walkways. The center houses Broward County Social Services Departments that provide assistance to the elderly, families, veterans, and those most at risk. The building received a LEED Silver certification. Responsibilities included electrical design, lighting, and power distribution to accommodate all aspects of the facility and parking garage use. This included preparing construction documents and providing construction administration support.
- City of Hollywood, Engineering Consulting Services, Hollywood, Florida: project manager and electrical engineer of record for the continuing contract for MEP engineering services—now in the second year of a three-year term with an option for an additional two years. Work includes miscellaneous engineering services throughout the City.
- Broward County, Sheriff's Main Jail Facility, Fort Lauderdale, Florida: electrical engineer of record for design of power systems and associated integration with existing building. Scope included a 2,400kW combination emergency and stand-by electrical power generation plant for servicing the detention facility. Cost: \$2M.

# vsp



#### Years with the firm

15.5

**Years total** 

35

#### **Education**

M.S., Environmental Engineering, Wroclaw University of Technology, 1984

B.S., Environmental Engineering, Wroclaw University of Technology, 1984

#### **Professional qualifications**

*Professional Engineer: Florida,* 2007 (65566); *Delaware, 2015,* (203111)

LEED Green Associate (10306239)

#### **Professional memberships**

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

National Fire Protection Association (NFPA)

International Code Council (ICC)

United States Green Building Council (USGBC)

# MAREK SOLSKI, P.E., LEED GA Mechanical and Plumbing Project Manager

#### CAREER SUMMARY

Marek Solski is a mechanical project manager who has more than 30 years of experience in project management, design, and construction of large mechanical systems, including positions with various MEP firms and process equipment manufacturers in North America. He has a proven excellence in designing mechanical systems for a breadth of industries and for clients in many different countries.

Marek's experience ranges from air pollution control systems for various industries to HVAC sustainable design for educational, health care, aviation, seaport and detention facilities, commercial office buildings and hotels. His engineering experience includes performing design analysis, and preparing preliminary and final designs of various mechanical, plumbing and life safety systems. In addition, he has been responsible for engineering of a broad range of industrial processes such as compressed air, vacuum systems, above and underground fuel storage tanks, district heating and process distribution piping systems.

Marek has successfully applied sustainable design principles in LEED and non-LEED certified projects to save energy and lower operating costs based on analysis of cost benefit. He has performed energy audits and conservation analyses to benchmark the performance of the facility.

#### PROFESSIONAL EXPERIENCE

- U.S. Coast Guard Yankeetown Station, Florida: engineer of record for the design of the HVAC systems for the existing Multi-Mission Building. Conducted the existing HVAC systems and building envelope evaluation. The new HVAC systems were sized to handle the increased cooling load due to projected occupancy and space usage changes. The systems utilized demand control ventilation, provided system redundancy, and improved indoor air quality utilizing outdoor air preconditioning systems for effective humidity control. Responsibilities include HVAC system design, energy modeling, building pressurization and humidity control for the existing building. Size: 10,640 square feet. Client: U.S. Coast Guard. Cost: \$2,500,000
- U.S. Coast Guard Air Station, Clearwater, Florida: engineer of record for the design of the HVAC systems for the existing Air Station Annex Building. Conducted the existing HVAC systems evaluation. The HVAC systems were sized to handle the increased cooling load due to projected occupancy and space usage changes. The systems utilize demand control ventilation, provided system redundancy, and improved indoor air quality utilizing outdoor air preconditioning systems for effective humidity control. Responsibilities include HVAC system design, energy modeling, building pressurization and humidity control for the existing building. Size: 29,000 square feet.
- Fire Rescue Station No. 86, Davie, Florida: mechanical project engineer for HVAC and plumbing systems design, energy modeling and analysis. The mechanical systems include VRF air conditioning system, a heat recovery system for hot water preheating, control building pressurization, and indoor humidity.

— US Customs and Border Protection Services Building, Fort Lauderdale, Florida: mechanical project manager for this new, Customs and Border Protection Services facility at one of the busiest general aviation "GAF" airports in the country. WSP provided mechanical, electrical, plumbing, fire protection and structural engineering design as well as construction support services for this new, LEED® Silver certified, 7,900-square foot state-of-the-art US Customs and Border Protection (CBP) facility. Located on one of the busiest general aviation facility airports in the country, the new wsp

# MAREK SOLSKI, P.E., LEED GA Mechanical and Plumbing Project Manager

facility accommodates investigative labs with clean air and pressurization requirements; administrative/office spaces; and interview, search and hold areas. This new, state-of-the-art Federal Inspection Station with enhanced security screening operations helps facilitate international general aviation aircraft and passenger arrivals. Our firm developed a design that supports CBP's current inspection requirements and is adaptable for future workload increases, new technologies, and operational needs. The single-story building was designed with dedicated 100% outdoor air conditioning systems for detention areas and general HVAC systems, digital compressor technology, energy recovery wheel, closed loop ductwork and refrigeration heat recovery system for hot water preheating to increase energy efficiency. Responsibilities included HVAC systems design, energy modeling, construction and commissioning. Client: Fort Lauderdale Executive Airport (FXE). Cost: \$5.8M

- Maintenance Building, Fort Lauderdale, Florida: mechanical project manager for a LEED Gold certified single-story office building and apparatus bay for airfield vehicles. Marek designed a refrigeration heat recovery system for hot water preheating and digital compressor technology for continuous part-load cooling capacity control. Responsibilities included HVAC systems design, energy modeling, and services during construction and commissioning. Client: Fort Lauderdale Executive Airport (FXE) Size: 7,500 square feet. Cost: \$1.5M
- Kings Point Natatorium, Delray Beach, Florida: mechanical engineer for a complete renovation of a 15,000sf natatorium to include four new pool layouts and sizes (lap, resistance, exercise and spa). Converted an existing mechanically ventilated facility to a fully air-conditioned facility. Provided new dehumidification and air conditioning system along with heat recovery for pool water pre-heating; designed required building envelope modifications to control moisture and heat transfer.
- Engineering Consulting Services, Hollywood, Florida: mechanical project manager for two contracts with the City of Hollywood—(1) Continuing Contract for Structural Engineering Services and (2) Continuing Contract for Mechanical, Electrical, and Plumbing Engineering Services—both in their second year of a three year term with an option for an additional two years. Work includes miscellaneous engineering services throughout the City. Client: City of Hollywood
- Edgar P. Mills Multi-Purpose Center, Fort Lauderdale, Florida: mechanical project manager for design of a three-story, 58,000sf facility; a three-story parking garage that accommodates 324 vehicles; an outdoor covered eating area; and covered walkways. The Center houses Broward County Social Services Departments that provide assistance to the elderly, families, veterans and those most at risk, including case management, emergency assistance, substance abuse treatment and counseling, family planning, financial assistance, housing assistance, health care and dental services clinics and a dispensing pharmacy operated by the Broward County Health Department. Site work included three backflow preventers and a 247-linear foot water main. The building received LEED Silver certification.
- Sheriff's North Operations Laundry Facility, Pompano Beach, Florida: mechanical project manager for a new main laundry facility with 8 commercial washing machines and 10 large cloth dryers. The facility was designed for secure inmate operation. Responsibilities included HVAC system design for continuous space temperature and humidity control. Client: Broward County. Cost: \$800,000





#### PROFESSIONAL EXPERIENCE

Mr. Unterweger is the President of MUEngineers, Inc. He is a Florida registered professional engineer with over twenty years of His professional experience. experience includes the structural design of educational facilities, municipal facilities, high-rise buildings, healthcare facilities, churches, clubhouses, building office restoration, buildings, pedestrian bridges and parking garages.

Marcus Unterweger has owned and operated MUEngineers since 2010, and leads a team of smart, pioneering professionals who share his vision and commitment to delivering superior results for the customers.

#### **EDUCATION**

Master of Engineering: Dipl. Ing. Technical University of Munich, Germany, 1999

Master of Business, Business School of Edinburgh, Britain, 2004

#### REGISTRATION

Registered Engineer State of Florida Reg. No. PE 63860

Registered Special Inspector/Threshold Buildings State of Florida Reg. No. 7027309

#### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Institute of Steel Construction

American Concrete Institute

# Marcus Unterweger, P.E., S.I., LEED AP Principal

#### BENEFITS FOR THE CITY OF POMPANO BEACH

- 20+ years in professional practice
- Previous working experience with various municipalities in Florida including Broward County, Miami/ Dade County, City of Miami, City of Hallandale Beach, City of Pompano Beach, City of Aventura, Palm Beach County and City of Boca Raton
- LEED Certified

#### RELEVANT PROJECT EXPERIENCE

Seawall Assessment and Restoration, Aventura, Florida-Principal-in-Charge. MUEngineers, Inc. was involved in the restoration for four sections of seawalls located along canals in the City of Aventura. Our office performed visual observations of the seawalls from both the land and the water equaling a total of 5.2 miles of canal. Structural assessment of the current conditions of the existing piles, seawall panels and seawall caps were obtained, analyzed and a written report of our findings was prepared.

Norwood-Oeffler Water Treatment Plant, Miami Gardens, Florida-Principal-in-Charge. MUEngineers was part of the team tasked to do architectural and engineering services for the City of North Miami Beach, Norwood-Oeffler Water Treatment Plant. MUEngineers, Inc.'s responsibility included: structural design of a new slab on grade and new parapets and vertical parapet extensions, in the electrical room: structural design of infill for existing wall openings and a new roof above the electrical room. We also provided wind pressures for new windows, doors, and roofing.

Torry Island Seawall & Walkway, Belle Glade, Florida - Principal in Charge – MUE's role on this project was to structurally design a new 800ft long new bulkhead/seawall structure and concrete boardwalk structure. Additionally, MUE engineered foundations and anchor points to secure floating dock structures designed by another company.

Senior Activity Center, Pompano Beach, Florida- Principal in Charge -A member of the team for the City of Pompano Beach for the structural design and engineering related to a new one-story senior activity community center.

Haulover Park-Seawall Repair, Miami, Florida Principal in Charge – MUE provided structural engineering services related to the repair procedure and scope for a failed stretch of seawall in Haulover Park.

Water Main Pipe Crossing, Hillsboro Canal, Florida-Principal in Charge. MUE provided the structural design of steel framing and foundations for a 90ft span pipe canal crossing and a new pipe bridge utilizing precast concrete pile supports.

Light Pole Improvements, Various Broward County, Florida-Principal in Charge. We provided assessments on the structural integrity of twelve existing light poles and their base connections, as well as the structural design of foundations for seven new light poles with camera mountings attached.

North Dixie Highway-Streetscaping, Wilton Manors, Florida-Principal in Charge. MUE was a member of the team for the City of Wilton Manors street improvement RFP, as a sub-consultant. Our role as structural engineers was the design of standard light pole foundations and standard entry sign foundations for improvements along North Dixie Highway in Wilton Manors.

#### ADDITONAL RELEVANT EXPERIENCE

•

- Pompano Water Treatment Facility, Pompano Beach, Florida
- City of Coral Springs Westside Maintenance Facility, Coral Springs, Florida
- City of Pompano Beach Control Room, Pompano Beach, Florida
- City of Pompano Air Park Storage Building, Pompano Beach, Florida
- CTS Engines, Storage/Maintenance Room, Fort Lauderdale, Florida





#### PROFESSIONAL EXPERIENCE

Mr. Madriz is the Engineering Manager for MUEngineers, Inc. and bringing more than fifteen years of structural engineering practice and skill to the table.

He is incredibly knowledgeable in building structures and analysis, the latest software, and current building codes and industry standards.

Ricardo Madriz has experience in the structural design of educational facilities, municipal, facilities, high-rise buildings, building restoration, residential buildings, water related structures, office buildings and parking garages.

#### **EDUCATION**

Master of Engineering: McGill University, 2004

Bachelor of Civil Engineering McGill University, 2002

#### REGISTRATION

Registered Engineer State of Florida Reg. No. PE 68444

# Ricardo Madriz, P.E., LEED AP Engineering Manager/Project Manager

#### BENEFITS FOR THE CITY OF POMPANO BEACH

- 15+ years in professional practice
- Previous working experience with various municipalities in Florida including: Broward County, City of Coral Springs, and City of Boca Raton
- LEED Certified

#### RELEVANT PROJECT EXPERIENCE

Pompano Beach Control Room, Pompano Beach, Florida-Project Manager – MUEngineers, Inc. was involved in the structural design related to the new light gauge wall and ceiling framing for the interior renovations of the control room for the water treatment facility.

Pompano Beach Water Treatment Plant, Pompano Beach, Florida – Project Manager - MUEngineers, Inc. structurally designed modifications made to the exterior building and window replacement

Pompano Beach Airpark Admin Building & Control Tower, Pompano Beach, Florida- Project Manager. Our involvement on this project included interior and exterior renovations and modifications to the administration building and the control tower for the airpark.

Senior Activity Center, Pompano Beach, Florida-Project Manager-A member of the team for the City of Pompano Beach for the structural design and engineering related to a new one-story senior activity community center.

South Florida Water Management District, Southwest Ranches, Florida- Project Manager - MUEngineers, Inc. provided professional engineering services for the design of a one story, 3,000sf maintenance building, a 1,050sf covered parking area and a dumpster enclosure for the South Broward Drainage District.

Sunny Lakes Observation Deck, Davie, Florida-Project Manager. MUEngineers, Inc. was involved in the renovation and replacement of a wood observation deck and walkway in the park. MUE provided details and engineering for girders to wood piles, wood joists and connections and post bracing details.

Coral Springs Westside Maintenance Facility, Coral Springs, FL-Project Manager. Our office is a member of the team for this RFQ as a sub-consultant. We are providing structural consultant engineering for the renovation, redesign and repurposing of the Westside Maintenance Facility, Fire Training Academy and Police Firing Range for the City of Coral Springs.

Pedestrian Bridge, All Aboard Train Station, Miami, Florida-Project Manager. MUEngineers, Inc. was involved in the structural evaluation and design of a precast and steel pedestrian bridge to connect the All-Aboard train station to the existing station. We designed the bridge structure and foundation system, all gravity and lateral loads and provided structural construction documents and calculations.

#### ADDITIONAL RELEVANT EXPERIENCE

- Kelsey Park, Restroom Facility Building, City of Lake Park, Florida
- CTS Engines, Storage/Maintenance Room, Fort Lauderdale, Florida
- Double Eagle Distributors Warehouse, Deerfield Beach, Florida

# PANGEO

CONSULTANTS RESPONSIVE. INNOVATIVE. COST EFFECTIVE

# Years of Experience:

#### **PAUL C. CATLEDGE, P.E.** PRINCIPAL

**1**6

# **Education:**

- Louisiana State University-Baton Rouge
- BS in Civil Engineering –2003

# **Registrations:**

 Professional Engineer State of Florida #68448

# Professional Memberships:

- FES Florida Engineering Society-Broward Chapter Past President
- ASCE

# <u>Awards:</u>

 Outstanding Technical Achievement by the Florida Engineering Society Broward Chapter 2014 Mr. Catledge is a graduate of Louisiana State University with a B.S. in Civil Engineering, with over sixteen (16) years of engineering experience including geotechnical analysis, design and inspection of deep and shallow foundation systems, and structural design. Mr. Catledge also has eleven (11) years of experience overseeing and performing construction materials testing and structural inspections. He is registered in multiple states including Florida, New York, Indiana, Texas, Kentucky, Michigan and Louisiana. He is a member of ASCE and a past President of the Broward Chapter of the Florida Engineering Society.

The following is a partial listing of his project experience.

# **RELATED EXPERIENCE**

# Miami-Dade County Airports - Runway, Taxiway and Apron Rehabilitation, Miami-Dade County

Performed geotechnical sampling and studies at Miami International Airport, Opa Locka Airport, Tamiami Airport, Homestead Airport, and Dade Collier Airport in order to evaluate pavement condition as well as recommend repairs and/or pavement design for reconstruction of damaged structures. Included coordination of activities with airport staff for runway closures, determining necessary laboratory testing, analysis and design.

# Miami Children's Hospital Campus Expansion, Miami, FL

Conducted soil exploration, testing and geotechnical design for the expansion of the Miami Children's Main Campus. Projects included a new central energy plant, new 7 story parking garage, new emergency room department and new bed tower. Design elements and scope were ordered to minimize disturbance to the hospital activities. Designed and inspected elements include 18-inch diameter auger cast piles and jet grout soil improvement. Materials testing and inspections during construction were also part of the scope.

# Broward College Parking Garage, Davie, FL

Performed the site analysis and geotechnical design for the pile supported 6 story parking garage as well overseeing the pile load test, testing and inspections during construction.

# Floating Docks at Key West Bight, Key West, FL

Performed barge based borings, analysis and design for the construction of a 164 ft long floating dock system with 35 ft extensions along Trumbo Road in Key West. Piles were HSS 18 and 20 x 0.5 inch steel pipe. Lateral, uplift, and compressive capacities were analyzed.



RESPONSIVE, INNOVATIVE, COST EFFECTIVE

# 42<sup>nd</sup> St. Bridge, Miami, FL

Conducted a geotechnical exploration and evaluation for the design and construction of the 42<sup>nd</sup> St. Bridge in Miami, Florida. Performed foundation analyses for the proposed bridge that included compression, tension, and lateral load capacity predictions of square driven precast prestressed concrete pile foundations, as well as settlement estimates and pile installation criteria and addressed the potential impact of pile driving vibrations on the existing structures including utilities.

# 5th St. Marina

Designed square prestressed concrete piles for new docking facility for mega yachts on the Miami River. Lateral and uplift capacities were analyzed as well as monitoring of installation utilizing a Pile Driving Analyzer (PDA).

# **College Avenue Phase II Roadway Improvements, Davie, FL**

Conducted geotechnical analysis for the reconstruction approximately ½ mile of College Ave in Davie, FL. Provided analyses included soil preparation recommendations as well as suitable layer thicknesses and relevant LBR values.

# Highlands Drive Roadway Improvements, North Miami, FL

Performed the geotechnical analysis and design plans for the reconstruction of Highland Boulevard as a two-lane boulevard from Biscayne Boulevard south to interface with a new roundabout that is currently being designed at NE 137th Avenue.

# South Florida Water Management District, S-125 Culvert Replacement, Weston, FL

The existing structure consists of a single barreled, 48-inch corrugated metal pipe culvert, approximately 40 feet in length. Project scope included foundation recommendations, falling head percolation testing and slope stability analyses.

# LaDOTD Off System Bridge Program, Statewide

Project manager of Off System Bridge program, which included slab span bridges statewide. Responsibilities included performing geotechnical studies and analyses for design of driven pile foundations, including compression and lateral capacities.

# Interstate 10 Expansion Drilled Shafts, Lafayette, LA

As an employee of the Louisiana Department of Transportation and Development (LaDOTD) monitored the installation of four, 60-inch diameter drilled shafts as part of Interstate 10 widening through Lafayette, La.

# I-10 Crossover, Slidell, LA

Designed the alignment of a temporary crossover bridge for Interstate 10 over Lake Pontchartrain after Hurricane Katrina. Portions of 1-10 were washed out by the storm surge and traffic was rerouted to the least affected section in order to perform emergency repairs.

# I-75 Express Lane Segment D, Miramar, FL

Determined scope of work and subsequent geotechnical analyses for the new roadway section to be located in the median of Interstate 75.

Exhibit A - RLI T-25-20 & Consultants



4341 S.W. 62nd Avenue, Davie, Florida 33314 T: (954) 585-0997 • F: (954) 585-3927 • www.stonersurveyors.com

# James D. Stoner, P.S.M. President

# **Professional Profile**

**Mr. Stoner** is a second generation Land Surveyor, with over forty years of surveying experience in South Florida. He began his surveying career at Williams, Hatfield, & Stoner, Inc. working from the bottom as a Rodman, all the way up to Vice President of the Surveying Department.

**Mr. Stoner** founded Stoner & Associates, Inc. in 1988, based on the philosophy that attention to detail and quality work would create a successful firm. He manages all aspects of the firm's growth and development.

**Mr. Stoner** has supervised both small and large scale surveying projects. His firm has successfully completed numerous roadway and other various projects, while working directly with the clients and consultants.



**Education** 

Associates of Science in Land Surveying Palm Beach Community College in 1979

**Professional Registrations** 

# **State of Florida Professional Surveyor and Mapper** *License Number LS4039*

**Professional Affiliations** 

Florida Surveying and Mapping Society Florida Surveying and Mapping Society – Broward Chapter American Congress on Surveying and Mapping Leadership Broward

# Section 10 - Office Locations

**CHEN MOORE AND ASSOCIATES** 

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

# **OFFICE LOCATIONS**

Chen Moore and Associates has its corporate headquarters in Fort Lauderdale, with additional branch offices in Miami; West Palm Beach; Orlando; and Gainesville. Our office address is:

500 West Cypress Creek Road, Suite 630 Fort Lauderdale, FL 33309 Telephone: +1 (954) 730-0707 Fax: +1 (954) 730-2030

Our central locale enables on-staff professionals to develop innovative, yet practical designs based on special insights into the problems and requirements of the communities of which they are a part. By living and working in these communities, Chen Moore and Associates' engineering professionals are able to work closely with their clients.

Prime Office Location			
Professional Staff	23		
Administrative Staff	8		

Subcon	sultants
The Chappell Group, Inc.	
Environmental	Professional Staff: 7
714 East McNab Road	Administrative Staff: o
Pompano Beach, FL 33060	
Stoner and Associates, Inc.	
Survey	Professional Staff: 12
4341 SW 62nd Avenue	Administrative Staff: 1
Davie, FL 33314	
WSP USA Inc.	
MEP	Professional Staff: 68
470 South Andrews Avenue, Suite 206	Administrative Staff: 3
Pompano Beach, FL 33069	
Pan Geo Consultants, LLC	
Geotechnical	Professional Staff: 2
8464 W SR 84	Administrative Staff: o
Davie, FL 33324	
MUEngineers Inc.	
Structural Engineering	Professional Staff: 13
3440 NE 12th Avenue	Administrative Staff: 1
Oakland Park, FL 33334	





# Section 11 - Local Businesses

xhibit A - RLI T

**CHEN MOORE AND ASSOCIATES** 

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

# LOCAL BUSINESSES



LOCAL BUSINESS EXHIBIT "A" CITY OF POMPANO BEACH, FLORIDA LOCAL BUSINESS PARTICIPATION FORM Solicitation Number & Title: T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL Prime Contractor's Name: Chen Moore and Associates SERVICES

<u>Contract</u> Amount or %	10%	5%					
Type of Work to be Performed/Material to be Purchased	lgo8 Environmental	,580.3582 MEP					
Contact Person, Telephone Number	Tyler Chappell 954.782.1908	Milton Kramer, P.E. 954,580.3582					
Name of Firm, Address	The Chappell Group, Inc. 714 East McNab Road	Pompano Beach FL 33060	206 Pompano Beach FL 33069				

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

Solicitation Number\_

Chen Moore and Associates TO:

(Name of Prime or General Bidder)

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

\_\_\_\_\_ an individual

\_X a corporation

\_\_\_\_\_a partnership

\_\_\_\_\_a joint venture

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

environmental consulting services

at the following price:

8/10/2020

(Date)

The Chappell Group, Inc. (Print Name of Local Business Contractor)

714 E McNab Rd (Street Address)

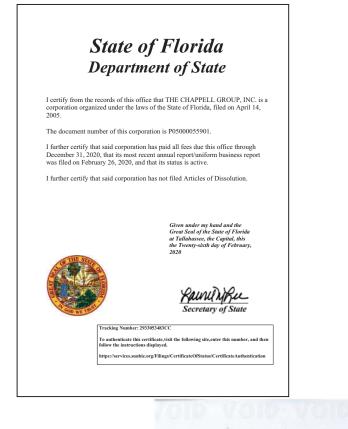
Pompano Beach, FL 33060

(City, State Zip Code)

BY: Jaul Charges (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 FLORIDA

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT Governmental Center Annex 115 S. Andrews Avenue, Room A880 • Fort Lauderdalo, Florida 33301 954-357-6400 • FAX 954-357-5674 • TTY 943-357-5664

July 19, 2019

Ms. Sarah Chappell THE CHAPPELL GROUP, INC. 714 East McNab Road Pompano Beach, Florida 33060

ANNIVERSARY DATE - Annually, on August 31st

Dear Ms. Chappell

Broward County is pleased to announce The Chappell Group, Inc. has renewed its certification as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon The Chappell Group, Inc. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBO). OESBO will notify you in advance of your obligation to provide continuing eligibility documents: however, ensuring continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify The Chappell Group, Inc. as a DBE.

As long as The Chappell Group, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of The Chappell Group, Inc.

The Chappell Group, Inc. will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at:

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch

DBE certification is NOT a guarantee of work, but enables The Chappell Group, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.



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

10/2/2019

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

4438919 CHAPPELL GROUP INC, THE 714 E MCNAB RD

POMPANO BEACH FL 33060

#### THIS IS NOT A BILL

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

BUSINESS OWNER:

CHAPPELL GROUP INC, THE BUSINESS LOCATION: 714 SE 15 ST POMPANO BEACH FL

CLASSIFICATION

CONSULTANT

**RECEIPT NO:** 

20-00062283

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT BIALL NOT BE DEFINED 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.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR

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

Solicitation Number T-25-20

TO: <u>Chen Moore and Associates</u> (Name of Prime or General Bidder)

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

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

\_\_\_\_\_ a partnership

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

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

Mehanical, Electrical, Plumbing and Fire Protection

at the following price: <u>TBD</u>

<u>August 17, 2020</u> (Date) WSP USA Inc. (Print Name of Local Business Contractor)

470 South Andrews Avenue, Suite 206
(Street Address)
$\cap$
Pompano Beach, FL/33069
<u>Pompano Beach, FL 33069</u> (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"

_	S. Andrews Av	e., Rm. A-100,	CAL BUSIN Ft. Lauderdale, I 019 THROUG	FL 33301-1895	5 - 954-831-40	00
Business N	DBA: ame: WSP USA	INC		Receipt Business Typ	#:315-303830 ENGINEER (ED	GINEERIN
usiness Loca	ame: WSP USA I tion: 470 S AN FT LAUDE	DREWS AVE SUI RDALE	TE 206 State	Business Opene County/Cert/Re Exemption Cod	g:1462	
	oms	Seats	Employees 10	Machines	Profes	sionals
	Number of Machin		r Vending Business Onl	y Vending Type	e:	
			Deselle	Prior Years	Collection Cost	Total Paid
Tax Amount	Transfer Fee	NSF Fee	Penalty	r nor rours	Collection Coat	roturr uid
37.50	0.00	0.00	0.00	0.00	0.00	37.5
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		LOCAL BUSINESS EXHIBIT "C
N/A	LOCAL BUSINES UNAVAILABILITY FC	
	<u>BID #</u>	
١,	(Name and Title)	
	(Name and Title)	
of	, certify that on the	eday of
items to be performed in th	ed the following LOCAL BUSINESS e City of Pompano Beach:	SES 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 inv	itation
	Submitted a bid which was not th	e low responsible bid
	Other:	
	Name and Title:	
	Date:	

Note: Attach additional documents as available.

	N/A LOCAL BUSINESS EXHIBIT "D" GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION
	BID #
1.	What portions of the contract have you identified as Local Business opportunities?
2.	Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.
3.	Did you send written notices to Local Businesses?
	Yes No If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.
4.	Did you advertise in local publications?
	Yes No
	If yes, please attach copies of the ads, including name and dates of publication.
5.	What type of efforts did you make to assist Local Businesses in contracting with you ?
7.	List the Local Businesses you will utilize and subcontract amount.
	\$
	\$
	\$
8.	Other comments:

LOCAL BUSINESS EXHIBIT "D" - Page 2

N/A

Exhibit A - RLI T-25-20 & Consultants

# Section 12 - Litigation

ED NERVE? We Can HELP!

**CHEN MOORE AND ASSOCIATES** 

DO YOU HAVE A

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

Crackerr

# LITIGATION

In today's litigious society, businesses are constantly confronted with civil claims and Chen Moore and Associates has not been spared that exposure. With respect to current/pending or past litigation/arbitration in the last seven (7) years CMA has been involved in four cases, all of which arose out of the same project, and which are explained in the detailed litigation history below. We assert that this history: (1) will have no material negative impact on CMA's ability to execute this project; (2) does not display an undesirable pattern of litigation with owners over construction matters; and (3) has not had a claim against its bonding company in the last seven (7) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project. Each of the cases were settled out of court and the monetary amounts, if any, are part of the confidential settlements.

We wish to reiterate that just because we are involved in litigation, it does not reflect on our culpability in the cases. In fact, we believe our full disclosure in these matters displays good faith. We welcome the Evaluation Committee to review CMA and all other vendors for their willingness to disclose active and past cases by visiting any of the respective Clerk of the Court Websites. As an example, the Miami-Dade County Civil, Family and Probate Courts Online System (https://www2.miami-dadeclerk.com/ ocs/?AspxAutoDetectCookieSupport=1) will display all four cases listed below.

Case No: 11-30999 CA 02 in the 11th Circuit Court of Miami-Dade

*Case Name:* Steven I. Gunther vs. M. Vila Associates, City of Miami Beach, Chen and Associates Consulting Engineers, Inc.

Date Filed: June 4, 2012

Type of Case: civil

*Claim or Cause of Action:* Chen Moore and Associates was a co-defendant in a personal injury suit with one count for negligence.

**Brief Description:** During a streetscaping project, the plaintiff alleged that he fell off his motor scooter while driving through a construction zone.

Amount: more than \$25,000; exact amount not known

**Agencies Involved:** 11th Circuit Court of Miami-Dade County, 175 NW 1st Avenue, Miami FL 33128; City of Miami Beach Police Department, 1100 Washington Avenue Miami Beach, FL 33139

Disposition of Case: closed / dismissed

Opposing Counsel: David A. Hagen, P.A., Phone: 305.373.4200; hagen.esq@lawyer.com

In Gunther v. M. Vila, City of Miami Beach and CMA; Case Number 2011-030999-CA-01, the plaintiff asserted a negligence action alleging that he was injured when he rode his scooter over a pothole in a crosswalk located within the City of Miami Beach. The plaintiff alleged that the pothole was the result of defective construction of the crosswalk and the failure to inspect the defective construction. M. Vila was the contractor that performed the work and the City of Miami Beach retained the responsibility for safety inspections. CMA had no contractual responsibility relating to the alleged defective work and inspection. CMA was improperly included as a defendant and the case against CMA was dismissed.



# Case No: 13-025280 CA-01 (05)

**Case Name:** Luis A. Nazario as Personal Representative of Estate of Miriam Cabrera v. M. Vila Associates, City of Miami Beach, Metro Express, and Chen Moore and Associates

Date Filed: March 12, 2014

# Type of Case: Civil

*Claim or Cause of Action:* Chen Moore and Associates was a co-defendant in a wrongful death action with one count of negligence alleged against CMA

**Brief Description:** The complaint asserted that, during a streetscaping project, the defendant fell off the back of a motorcycle while driving through a construction zone

**Amount:** More than \$25,000; exact amount not known

**Agencies Involved:** 11th Judicial Circuit Court in and for Miami-Dade County, 175 NW 1st Avenue, Miami, FL 33128; City of Miami Beach

Disposition of Case: closed / dismissed

**Opposing Counsel:** Hyram M. Montero, P.A., hmontero@monterolaw.com, 954.767.6500

In Nazario v. M. Vila, City of Miami Beach, Metro Express, and CMA; Case Number 2013-025280-CA-01, CMA was similarly sued despite having no contractual responsibility with respect to the alleged defective work. This negligence action arose out of the death of a passenger on a motorcycle that is alleged to have hit a sanitary sewer manhole located within the City of Miami Beach. CMA had no responsibility whatsoever relating to sanitary sewer placement or construction. CMA designed the water main and stormwater system and contracted to provide part-time RPR services with respect to the work CMA designed. The sanitary sewer was designed by the City of Miami Beach and installed by the city's contractor. The City of Miami Beach hired another consultant to oversee and inspect the sanitary sewer work. The plaintiff further alleged that CMA was negligent in the design, oversight and implementation of maintenance of traffic ("MOT"), notwithstanding the fact that CMA had no responsibility with respect to MOT. The city's contractor had design and implementation responsibility and the review, approval and oversight of MOT was the responsibility of the City of Miami Beach. Notwithstanding this, CMA was included as a defendant. The case was dismissed as part of a confidential settlement.

Case No: 16-011970 CA-01

*Case Name:* Valentino Castro v. M. Vila Associates and Chen Moore and Associates

Date Filed: May 11, 2016

Type of Case: Civil

**Claim or Cause of Action:** Chen Moore and Associates was a co-defendant in a wrongful death action with one count of negligence asserted against CMA

**Brief Description:** The complaint asserts that, during a streetscaping project, the complainant was ejected from a motorcycle while driving through a construction zone

**Amount:** More than \$25,000; exact amount not known

**Agencies Involved:** 11th Judicial Circuit Court in and for Miami-Dade County, 175 NW 1st Avenue, Miami, FL 33128; City of Miami Beach

Disposition of Case: closed / dismissed

**Opposing Counsel:** Hugo V. Alvarez, P.A., halvarez@ alvarezbarbara.com, 305.263.7700

This action arose out of the same motorcycle

accident that was the subject of the Nazario Case. In Castro v. M. Vila, City of Miami Beach, Metro Express, and CMA; Case Number 2016-011970-CA-01, CMA was similarly sued despite having no contractual responsibility with respect to the alleged defective work. This negligence action was brought by the driver of a motorcycle that is alleged to have hit a sanitary sewer manhole located within the City of Miami Beach. CMA had no responsibility whatsoever relating to sanitary sewer placement or construction. CMA designed the water main and stormwater system and contracted to provide part-time RPR services with respect to the work CMA designed. The sanitary sewer was designed by the City of Miami Beach and installed by the city's contractor. The City of Miami Beach hired another consultant to oversee and inspect the sanitary sewer work. The plaintiff further alleged that CMA was negligent in the design, oversight and implementation of maintenance of traffic ("MOT"), notwithstanding the fact that CMA had no responsibility with respect to MOT. The city's contractor had design and implementation responsibility and the review, approval and oversight of MOT was the responsibility of the City of Miami Beach. Notwithstanding this, CMA was included as a defendant. This case was also dismissed as part of a confidential settlement.



# Case No: 17-017197-CA-06

*Case Name:* Mary and Fred Magner v. Chen Moore and Associates, M. Vila, Metro Express, Sherita Condominium Association, and City of Miami Beach

#### Date Filed: 7/31/17

# Type of Case: Civil

*Claim or Cause of Action:* CMA was a co-defendant in a trip and fall accident with one count of negligence and one count for loss of consortium.

**Brief Description:** The complaint asserts that, during a streetscaping project, the complainant fell while walking on a sidewalk at night.

**Amount:** More than \$25,000; exact amount not known

**Agencies Involved:** 11th Judicial Circuit Court in and for Miami-Dade County, 175 NW 1st Avenue, Miami, FL 33128; City of Miami Beach

#### Disposition of Case: closed / dismissed

**Opposing Counsel:** Kaplan & Freedman, P.A., jkaplan@kaplanfreedman.com, 305.274.7533

The complaint asserts that, after substantial completion of a streetscaping project, the plaintiff fell and injured themselves when stepping down off of a sidewalk curb adjacent to an ADA ramp while walking at night. The Plaintiff sued CMA, the City of Miami Beach, two contractors and the nearby condominium association. With respect to CMA, the Plaintiff alleged that CMA negligently designed the ADA ramp. However, the ramp was designed and constructed in accordance with FDOT standards and accepted by the City of Miami Beach. The cause of the accident appeared to be poor lighting caused by insufficient lighting on the exterior of the nearby condo and a tree that had overgrown and blocked a nearby street light. CMA had no responsibility for maintaining the landscaping or trimming the trees. Instead, the landscaping and tree trimming was the responsibility of the City of Miami Beach. This case was dismissed as part of a confidential settlement.

# Disposition of Case: closed / dismissed



# Section 13 - City Forms



**CHEN MOORE AND ASSOCIATES** 

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

## **CITY FORMS**



T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

#### **PROPOSER INFORMATION PAGE**

## **RFP** T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed)	Peter Moore, P.I	E., ENV SP, LEED A	P Title	President	R			
Company (Legal F	Registered)	Chen Moore and	Associates		1			
Federal Tax Ident	Federal Tax Identification Number59-2739866							
Address 500	West Cypress Cree	ek Road Suite 630						
City/State/Zip	Fort Lauderdale, Fl	_ 33309						
Telephone No	954.730.0707		Fax No	954.73	0.2030	_		
Email Address	pmoore@chenmo	ore.com						

### **TIER 1/TIER 2 COMPLIANCE FORM**

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

#### TIER 1 LOCAL VENDOR

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

#### And/Or

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

Or

 $\times$  My firm does not qualify as a Tier 1 Vendor.

#### TIER 2 LOCAL VENDOR

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

#### And/Or

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

Or

My firm does not qualify as a Tier 2 Vendor.

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

August 24, 2020	Chen Moore and Associates
(Date)	(Name of Firm)
	BY:

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

#### <u>EXHIBIT E</u>

### MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #\_\_\_\_\_

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?
The Chappell Group, Inc.	Yes
Stoner and Associates, Inc.	Yes
MUEngineers Inc.	Yes



COUNTY

 E LO CALDONAL

 OFFICE OF ECONOMIC AND BMALL BUSINESS DEVELOPMENT

 Covernment Center Anax

 15 S. Andress Aservue, Poorn ABB0 + Fort Lauderdale, Floride 33301

 954-357-6409 + FAX 954-357-3674 + TTY 954-357-3664

August 29, 2017

Ms. Sarah Chappell THE CHAPPELL GROUP, INC. 714 East McNab Road Pompano Beach, Florida 33060

ANNIVERSARY DATE - Annually, on August 31st

Dear Ms. Chappell:

Broward County is pleased to announce The Chappell Group, Inc. has renewed its cartification as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon The Chappell Group, Inc. renewing its eligibility annually through this office, Office of Economic and Small Business Development (CESBD). OESB will notify you in advance of your objection to provide continuing eligibility documents; however, assuing continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to remove The Chappell Group, Inc. as a DBE.

As long as The Chappell Group, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of The Chappell Group, Inc.

The Chappell Group, Inc. will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at

http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

DBE certification is NOT a guarantee of work, but enables The Chappell Group, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-consultant, and sub-consultant or material suppler.

Brown County Board & Brown County Board of County Contrainationes Mert D. Boger + Bear Fun - Stave Gener - Dare VC- Alberter - Chy Lakters - Nen K- Ron + Tim Res + Batass Sharet - Microel Udre www.borned.org Re: The Chappell Group, Inc.

August 29, 2017

If, at any time, there is a material change in The Chappell Group, Inc. including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of The Chappell Group, Inc., you must notify OEBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

The Chappell Group, Inc. may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following area:

#### NAICS CODE: 541340 Drafting Services NAICS CODE: 541820 Environmental Consulting Services NAICS CODE: 541690 Other Scientific and Technical Consulting Services NAICS CODE: 541990 All Other Professional, Scientific, and Technical Services

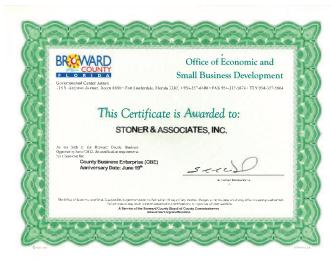
Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

2

Sincerely, Such

Sandy-Michael McDonald, Director, Office of Economic and Small Business Development

State of Florida
Woman Business Certification
The Chappell Group
Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
10/28/2019 10/28/2021
Justine R. Baster, Serving Famile Department of Management Services
Critica of Supplier Diversity College of Supplier Diversity College of Supplier Diversity College of Supplier Diversity College of Supplier Diversity



BROWARD	Office of Economic and
Generation Content De Ad Generation Content Assess 115 S. Andrews Anexae, Roem Addit + Fent L	Small Business Developmen
This Cer	rtificate is Awarded to:
THE	CHAPPELL GROUP, INC.
As ast furth is the latenaid County Reterm Opportunity Act of 2012, the cardination requirement fore been not for: County Business Entarpor Small Business Entarpor Anniversary Doto: Nove	rise Chris askarom
Failure is do no map at	men for weathed within 30 deps of page material changes in the transmer which may affect retrieveday and ends with the for execution of this contribute address approximated values constraints. If the Draward Goardy Desard of County Commissionment





#### Corporate Office

Fort Lauderdale 500 West Cypress Creek Road, Suite 630 Fort Lauderdale, FL 33309 Telephone: +1 (954) 730-0707

**Regional Offices** 

*Miami* 2103 Coral Way, Suite 401 Miami, FL 33145 Telephone: +1 (786) 497-1500

West Palm Beach 500 Australian Ave. South, Suite 850 West Palm Beach, FL 33401 Telephone: +1 (561) 746-6900

Orlando (Maitland) 341 North Maitland Ave., Suite 346 Maitland, FL 32751 Telephone: (407) 536-7970

#### **Project Offices**

Gainesville 2233 Northwest 41st Street, Suite 400 Gainesville, FL 32606 Telephone: +1 (352) 374-1997

Tampa 401 East Jackson Street, Suite 2340 (SunTrust Financial Center) Tampa, FL 33602 Telephone: +1 (813) 345-5965

Jacksonville 9424 Baymeadows Road, Suite 250 Jacksonville, FL 32256 Telephone: +1 (904) 712-1002

CHEN MOORE AND ASSOCIATES

Request for Qualifications T-25-20 CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES Exhibit B Fee Schedule



### **2020 Labor Hourly Rate Schedule**

Labor Category	Hourly Rate
Principal	\$360.00
Project Director	\$285.00
Senior Project Manager	\$210.00
Project Manager	\$200.00
Senior Engineer	\$165.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Engineer	\$100.00
Senior Landscape Architect	\$210.00
Project Landscape Architect	\$135.00
Associate Landscape Architect	\$95.00
Senior Designer	\$135.00
Designer	\$110.00
Senior Technician	\$90.00
Technician	\$80.00
Senior Construction Specialist	\$125.00
Construction Specialist	\$95.00
Clerical	\$65.00
Engineering Intern	\$55.00

#### EXHIBIT C

#### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

B. Liability Insurance.

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

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

#### **Type of Insurance**

#### Limits of Liability

• -				-			
GEN	NERAL LIABILITY:	Minimum 1,000,00 \$1,000,000 Per Ag		and			
* Pol	licy to be written on a claims inc						
	comprehensive form	bodily injury and property damage					
	premises - operations	bodily injury and p					
	explosion & collapse	5 5 5 1	1 2 8				
	hazard						
	underground hazard						
XX	products/completed	bodily injury and p	roperty damage c	ombined			
	operations hazard		roperty uninge e				
XX	contractual insurance	bodily injury and p	roperty damage c	ombined			
XX	broad form property damage	bodily injury and p					
XX	independent contractors	personal injury	1 9				
XX	personal injury	F J J					
AUI	COMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.					
XX	comprehensive form						
XX	owned						
	hired						
XX							
REA	L & PERSONAL PROPERTY	ζ					
	comprehensive form	Agent must show p	proof they have the	is coverage.			
EXC	CESS LIABILITY		Per Occurrence	Aggregate			
xx	Umbrella and other	bodily injury and	\$2,000,000	\$2,000,000			
	than umbrella	property damage combined	¢2,000,000	φ2,000,000			
PRO	DFESSIONAL LIABILITY		Per Occurrence	Aggregate			
XX	* Policy to be written on a clair	ns made basis	\$2,000,000	\$2,000,000			
	(2) If Professional	I ichility incurrence i	a magning CON	SULTANT agrees the			

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. <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.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER	the c	ertifi	cate noider in lieu of such	CONTAC		100			
Lassiter-Ware Insurance of Tampa Bay				NAME: PHONE (A/C, No	wenuy ry	45-8437	FAX	(888) 8	383-8680
1300 N. Westshore Blvd.				E-MAIL	wondut@	lassiterware.co	(A/C, No):	(000) (	000-0000
Suite 110				ADDRES	is. ,				
Tampa FL 33607					0 0	( )	RDING COVERAGE Ity Insurance Co		44520
INSURED			12 00001	INSURE		inion Insuranc			40231
Chen Moore & Associates, Inc.				INSURE	<b>ND</b> .				
500 W. Cypress Creek Road, St	uite 63	30		INSURE					
				INSURE					
Fort Lauderdale			FL 33309	INSURE					
COVERAGES CER	TIFIC	ATE	NUMBER: 20-21 Cert	INCONE	<b>\</b> 1.		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TH OLICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICII	CT OR OTHER ES DESCRIBE ED BY PAID CI	R DOCUMENT \ D HEREIN IS S LAIMS.	WITH RESPECT TO WHICH T	THIS	
INSR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
CLAIMS-MADE CCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 300,	0,000 000
ContractorsPollution Liability							MED EXP (Any one person)	\$ 5,00	0
A	Y	Y	EPK129413		01/01/2020	01/01/2021	PERSONAL & ADV INJURY	<sub>\$</sub> 1,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	0,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
ANY AUTO	X ANY AUTO						BODILY INJURY (Per person)	\$	
B OWNED AUTOS ONLY SCHEDULED AUTOS		Y	B1T2667W		01/01/2020	01/01/2021	BODILY INJURY (Per accident)	t) \$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							PIP-Basic	\$ 10,0	
UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$ 5,00	
A <b>EXCESS LIAB</b> CLAIMS-MADE			EFX114215		01/01/2020	01/01/2021	AGGREGATE	\$ 5,00	0,000
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Professional Liability (Claims-Made)						a. 16 - 17			
A Limits included with General Liability			EPK129413		01/01/2020	01/01/2021	Each Claim		00,000
							Aggregate	\$2,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Pompano Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability policy, when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability and Automobile Liability policies and apply when required by written contract, provided the contract is executed prior to any loss. AppROVED By Danielle Thorpe at 3:29 pm, Apr 15, 2020									
CERTIFICATE HOLDER				CANC	ELLATION				
Should any of the above described policies be cancelled before         The City of Pompano Beach         1201 NE 3rd Avenue    Authorized Representative									
Pompano Beach			FL 33060				icia Harre Schmaltz ACORD CORPORATION.	Alter	L4

The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Where Required By Written Contract.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

#### 1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:
  - (a) That is an "insured" under any other automobile policy or
  - (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED – of SECTION II - LIABILITY COVERAGE is amended to add: Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1 - WHO IS AN INSURED of Section II - LIABILITY COVERAGE is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### 2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1 WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision contained in **SECTION II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be noncontributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

#### 3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

## 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households. 5. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

#### 6. EXTRA EXPENSE – BROADENED COVERAGE

Under paragraph **A. of SECTION III – PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph **C.** Limit of Insurance.

#### 7. LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

#### 8. AIRBAG COVERAGE

Under Paragraph **B. Exclusions of SECTION III** - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

## 9. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in 2.a of A. Loss Conditions, 2. Duties in the Event Of Accident, Claim, Suit or Loss of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or

- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### 10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **11. WAIVER OF SUBROGATION**

Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 12. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

# 13. NOTICE OF CANCELLATION TO THIRD PARTY

## The following is added to A.2., Cancellation of COMMON POLICY CONDITIONS

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

#### 14. Vehicle wrap coverage

Paragraph A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to include the following additional paragraph: Vehicle Wrap

### the event of a "loss" to a

In the event of a "loss" to a covered "auto", we will provide the following coverage if such "loss" is caused by:

- A. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered "auto";
- B. Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered "auto"; or
- C. Collision only if the Declarations indicates that Collision Coverage is provided for the covered "auto".

We will pay for "loss" to a "vehicle wrap" that is installed on the covered "auto". The most we will pay for "loss" is \$5,000 per policy period.

We will not pay for "loss" due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a "vehicle wrap".

The "vehicle wrap" is subject to the Comprehensive deductible for the covered "auto", except in the event of a "loss" to a covered "auto" for which such vehicle is involved in a collision and there is both:

- (1) Collision damage to the vehicle; and
- (2) Damage to the "vehicle wrap"

Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

**SECTION V. DEFINITIONS** is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

#### **15. GARAGEKEEPERS**

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of \$10,000 and a \$500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

#### 16. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **C. Limits of Insurance**, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### 17. FIRE DEPARTMENT SERVICE CHARGE

Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,500 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance

No deductible applies to this additional coverage.

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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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CI BI	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								POLICIES	
IM	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.								endorsed.	
	If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
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								GENERAL AGGREGATE \$		
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