

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

EDSA, 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 EDSA, 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 Jeffrey R. Suiter

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

ARTICLE 2 – TERM

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

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

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

ARTICLE 3 – PAYMENTS TO CONSULTANT

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

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

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

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

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

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

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

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 5 – TERMINATION

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

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

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

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

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

ARTICLE 7 – SUBCONTRACTING

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

ARTICLE 8 – FEDERAL AND STATE TAX

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

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

ARTICLE 9 – AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

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

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

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

ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

ARTICLE 14 – CONFLICT OF INTEREST

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

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

ARTICLE 15 – EXCUSABLE DELAYS

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

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

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – NONDISCRIMINATION

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

ARTICLE 26 – NOTICE

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

FOR CITY:

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

FOR CONSULTANT:

Jeffrey R. Suiter
EDSA, Inc.
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

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

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

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

ARTICLE 30 – GOVERNING LAW

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

ARTICLE 31 - BINDING EFFECT

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONSULTANT"

EDSA, Inc.

By: *Jeffrey R. Suiter*
Jeffrey R. Suiter, Principal

Witnesses:

Marc Hall

Marc Hall, Principal
(Print or Type Name)

Rob Hutcheson

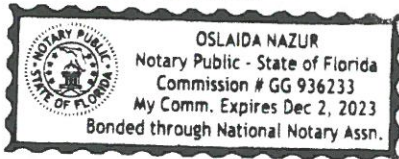
Rob Hutcheson, Principal
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5th day of April, 2021, by Jeffrey R. Suiter as Principal of EDSA, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced Driver License (S360-436-70-063-0) (type of identification) as identification.

NOTARY'S SEAL:



Oslaida Nazur
NOTARY PUBLIC, STATE OF FLORIDA

Oslaida Nazur
(Name of Acknowledger Typed, Printed or Stamped)

GG936233
Commission Number



Florida's Warmest Welcome

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

**CONTINUING CONTRACT FOR LANDSCAPE
ARCHITECTURAL SERVICES**

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

July 23, 2020

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

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

Introduction

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

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

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

- Support Services for Remediation
- Demolition Projects

A. Scope of Services

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

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

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

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

B. Task/Deliverables

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

C. Term of Contract

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

D. Project Web Requirements:

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

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

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

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

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

E. Local Business Program

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Required Proposal Submittal

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

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Approach:

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

Schedule:

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

References:

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

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

Project Team Form:

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

Organizational Chart:

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

Statement of Skills and Experience of Project Team:

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

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

Office Locations:

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

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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

Litigation:

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

City Forms:

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

Reviewed and Audited Financial Statements:

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

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

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

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

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

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

G. Insurance

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

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

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

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

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

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

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

2. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations explosion & collapse**

bodily injury and property damage

— hazard

— underground hazard

XX products/completed operations hazard

bodily injury and property damage combined

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

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

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

REAL & PERSONAL PROPERTY

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

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

PROFESSIONAL LIABILITY Per Occurrence Aggregate

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

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

CYBER LIABILITY Per Occurrence Aggregate

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

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

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

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

(a) Certificates of Insurance evidencing the required coverage;

(b) Names and addresses of companies providing coverage;

(c) Effective and expiration dates of policies; and

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

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

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

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

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

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

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

NOTE:

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

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

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

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

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

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

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

I. Hold Harmless and Indemnification

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

J. Right to Audit

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

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

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

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

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

K. Retention of Records and Right to Access

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

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

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

L. Communications

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

M. No Discrimination

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

N. Independent Contractor

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

O. Staff Assignment

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

P. Contract Terms

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

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

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

Q. Waiver

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

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

R. Survivorship Rights

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

S. Termination

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

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

T. Manner of Performance

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

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

U. Acceptance Period

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

V. Conditions and Provisions

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

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

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

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

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

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

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

W. Standard Provisions

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

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

X. Questions and Communication

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

Y. Addenda

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

Z. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

PROJECT TEAM

SOLICITATION NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

I Certify

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

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

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

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

Local Business Subcontractor Utilization Report Instructions

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

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

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

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

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

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

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

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST T-25-20
AUGUST 24, 2020





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

AUGUST 24, 2020

PREPARED FOR:

CITY OF POMPANO BEACH

SUBMITTED BY:

MR. JEFF R. SUITER, FASLA, PLA

EDSA INC.
1512 East Broward Boulevard, Suite 110
Fort Lauderdale, Florida 33301
954-524-3330
jsuiter@edsaplan.com

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August 24, 2020

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

**RE: CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES
T-25-20**

It is with great interest and insight that we are submitting our qualifications regarding the City of Pompano Beach Continuing Contract for Landscape Architectural Services. We believe that establishing a strong connection between people and place creates experiences that are truly memorable. Especially in an area as culturally diverse as Pompano Beach, we recognize the need to appreciate a community's "story" – its people, cultures, environmental context, and overall "vibe" – and reflect it in our work as landscape architects. Our locally-based design team understands the needs of the Pompano Beach community. We will work closely with the City to ensure that our design solutions meet the needs of the community and establish the City as a leader in sustainable, innovative, and people-oriented design.

Creating and maintaining inclusive, healthy, functional and productive cities is perhaps the greatest challenge facing humanity today. Governments, municipalities and private investors must respond with dynamic public realms that attract and best serve diversely evolving communities. As cities grow, breathe and redevelop, enhancements to parks, greenways, recreational facilities, pedestrian and bicycle networks, wayfinding and other beautification projects allow for neighborhoods where employment opportunities, economic growth and people of diverse backgrounds and incomes peacefully interrelate and thrive. Given our recent circumstances, now more than ever implementing projects that encourage people to go outdoors and recreate ensures secure, clean and desirable communities for people to live, work, play and visit.

For more than 60 years, EDSA has been a global leader in the art of Land Planning, Landscape Architecture and Urban Design. We create functional and inspirational spaces, based on timeless design solutions and sound environmental practices. Our values are simple – do what is right for the long-term, add value to client relationships, and be the best at what we do. Fueled by an approach rooted in evolution, we are distinguished by our ability to foster innovation and creativity, tempered by prudent business management practices. With a collaborative, forward thinking and practical approach, we view projects from a master planning perspective and then manifest that vision down through the smallest of details. In doing so, we have become a valued partner for numerous governments, institutions, foundations, private enterprises, developers, economic agencies and residents seeking to create resilient dynamic communities and destinations.

At EDSA, we are intimately involved in the visioning, planning, designing, and revitalization of cities around the world. Our efforts provide for lively street scenes, urban living-rooms, pedestrian thoroughfares, green lawns, greater public accessibility, mobility and safety. Our design strategies bring a sense of social, cultural, ecological and economic vibrancy to city forms with an engaging aesthetic and cohesive design vernacular that draws the many strands of place-making together for those living, working or visiting an area.

The following pages explain the EDSA Team experience as well as qualifications. Thank you very much for considering our team. We would be honored to be an integral part in helping shape the Community and future of Pompano Beach. It is our intent to continue as long-term partners by sharing our expertise, passion and commitment to help achieve the overall goals for the City, Community and Environment. We look forward to hearing from you soon.



Jeffery R. Suiter, Principal

WE ARE CONFIDENT THAT OUR EXPERIENCE, HISTORY OF SUCCESSFUL
PROJECT IMPLEMENTATION, PASSION TO ASSIST CLIENTS, AND COLLABORATIVE
DESIGN APPROACH WILL BRING DEPTH TO YOUR ENDEAVORS.

TECHNICAL APPROACH



PROJECT DESIGN & APPROACH

1

PROJECT DEFINITION

At the onset of an assignment, **EDSA along with our client, team members and constituents collaborate to outline project objectives and prepare a preliminary description of program elements.** As team leader, EDSA coordinates with other consultants to ensure the project's vision is achieved. Action items include:

- Form a consultant team and define responsibilities
- Determine project schedules and timing of milestones
- Review of relevant data, planning studies, etc.
- Discuss development opportunities and study areas

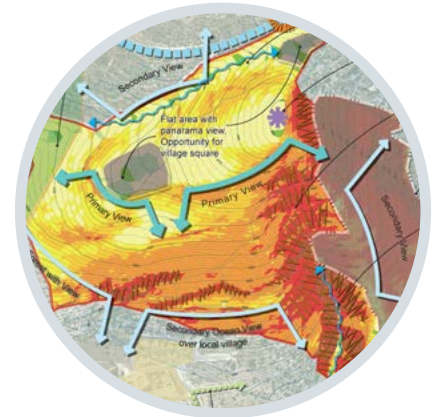


2

INVENTORY AND ANALYSIS

This step provides an understanding of the physical site, market opportunities and constraints. It identifies zones for preservation and development, potential program elements and areas needing reinvestment strategies. Responsibilities during this phase entail:

- Analyze the existing site and its surroundings
- Document physical features, compile base data
- Identify pedestrian and transportation facilities
- Evaluate topography, slope, drainage and utilities
- Review vegetation cover and characteristics
- Examine historical, and cultural attributes
- Assess zoning, land use and permitting regulations



3

CONCEPTUAL FRAMEWORK PLANS

These plans establish the vision for continued development. Alternatives are reviewed to ensure consistency with established goals and objectives. Preliminary recommendations identify:

- Potential land uses and revitalization opportunities
- Proposed pedestrian, vehicular, bicycle and transit routes
- Infrastructure improvements
- Parks and open spaces
- Community gateways and focal points



EACH PHASE OF THE **PLANNING PROCESS** SERVES AS A GUIDE FOR **FUTURE DECISIONS** AND CONTINUOUSLY EVOLVES AS AN ACCURATE DEPICTION OF THE **COMMUNITY'S VISION**



4

COMMUNITY INPUT AND PARTICIPATION

EDSA and team members present their initial findings and conceptual framework plans to the community using a variety of proven techniques. These may include:

- Community workshops and design charrettes
- Public information meetings
- Breakout groups and work sessions
- Scorecards and rating systems

These presentations allow the team to test ideas, gather feedback and garner a better understanding of the study area through the eyes of stakeholders.



5

MASTER PLANNING

Crafted from a series of recommendations and prioritized into an action list, the **master plan serves as the blueprint for the community as it makes decisions, creates policies and allocates resources.** Detailing includes:

- Potential infill development and redevelopment areas
- Preferred land uses
- Streetscape and roadway improvements
- Transit initiatives and bike facilities
- Environmental Remediation Plan
- Infrastructure improvements
- Zoning, building codes and design guidelines
- Parks, open space and recreational opportunities

Upon approval of the final master plan, priority implementation efforts are studied in greater detail for their potential to enhance a site's attributes, attract investment and strengthen connections between existing uses, people and sense of place.



6

SITE PLANNING AND CONCEPTUAL DESIGN

During this stage, **the physical design and layout for specific amenities and features is developed and an overall character for the place is crafted.** The design package begins to detail specific materials, colors and textures, signage, and site furnishings. Refined site plans, character sketches, site sections and elevations are combined with engineering and economic models to provide a coordinated and cohesive package.



7

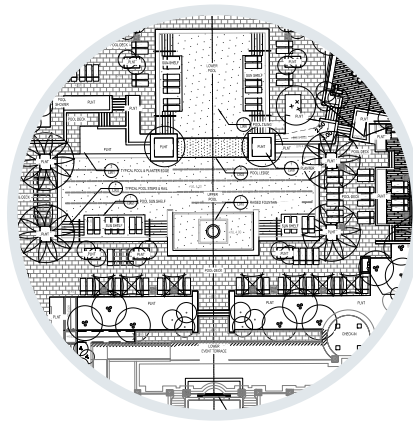
DETAILED DESIGN

Once approvals are obtained and funding is in place, detailed design commences.

Schematic Design: Site specific enlargements provide closer examination of key elements. Cross-sections and elevations illustrate critical relationships. Cost estimates are refined in order to monitor budget parameters.

Design Development: Drawings are enlarged to scale further establishing project character. General layouts, grading, hardscape materials, detailing suggestions, lighting and landscape massing are recommended.

Construction Documents: Suitable for obtaining competitive construction bids from contractors, this package illustrates all of the design components and construction details. This fully documented package of working drawings and specifications is sealed by each registered discipline and becomes the legal document of record for the construction of the project.



8

IMPLEMENTATION

The Planning Process culminates with a coordinated bidding and construction process. This phase is critical, as use of quality materials and installation practices ultimately influence the sustainability of the design.

EDSA assists clients in the review of competitive bids and selection of qualified contractor. This may also include issuing of addenda and clarifications relative to the design documents.

During the coordinated construction schedule, EDSA will visit the site as necessary to ensure compliance with the design intent and to monitor the quality of construction. These services are oriented toward reviewing the progress of the construction, specifically design and aesthetics of the site work and preparing written documents advising the owner of items which appear to need correction.

During this process, EDSA will review and act on contractor's submittals such as shop drawings, product data and samples. EDSA also provides assistance in the interpretation of the requirements of the construction documents and is available to render interpretations necessary for the proper execution of the work.



SCHEDULE

1 SCHEDULING | COST CONTROL

A key component of EDSA designs are that they are implementable and based in reality. This not only applies to finished designs, but the process by which those designs are developed.

We understand that project budgets are an interrelated set of multiple task budgets, all of which have the power to impact each other. As such, we have a responsibility to use time and resources efficiently and deliver value throughout the design process.

Understanding the client's expectations is central to our value proposition. In fully comprehending the scope of our deliverables and project parameters, we are able to better adhere to schedules and budgets to ensure quality and appropriateness of design.



2 COMMUNICATION STRATEGY | CLIENT ENGAGEMENT

Extensive creativity and vivid conceptualization are only productive when also combined with effective communication. At EDSA we take that thinking a step further with a belief that ideas flourish best when shared, solutions are strengthened by critique and results are empowered by the input of many. As such, it is unsurprising that we take great care in how we communicate with our clients and what we include in those communications.

When an agreement is signed, we join our client's team and do everything necessary to contribute to that team's success. We deliver as well as conceive and create. The intrinsic balance between design talent and technical expertise is defined by our pragmatic approach to project management. And, communication is a central tenet of that approach.

To that end, we make ourselves available via phone, chat and email whenever an element of a project can benefit from additional input. We keep clients engaged through weekly progress reports, video conferences, and/or audio conferences to share the latest developments of a particular assignment. Of course, we also present work in person with the aim of work-shopping designs or finalizing details to ensure a flawless finish.



3 COMMUNITY CONSENSUS BUILDING

While design may not be finite, its success can be measured. A plan either utilizes space well, or it doesn't. A space either inspires engagement and activity, or it doesn't. At EDSA, we are adept at creating cohesive visions for public realm and private partnership developments with an eye towards innovation, functionality and community enthusiasm. In pursuing this goal, we make it a point to involve communities and people as our partners with consensus-building public workshops and interviews with special interest groups. The end-result is comprehensive, outstanding, action-oriented plans and designs that serve as positive reflections of the communities in which they reside.

More importantly, community consensus is an achievement that we at EDSA are able to leverage into the strength and support to get projects built. It is a process that we take quite seriously, but that we also find very enjoyable and informative. Consensus building allows us to gather opinions, verify research, allow for flexibility and respond to the goals and expectations of clients and stakeholders. In doing so, we lay a foundation for a smart, informed process and focus that reflects the personality and culture of a community. The end result is the creation of a vibrant community that is attractive to the locals, surrounding neighborhoods and equally as important, business owners.

Consensus building can also be seen in the firm's practice of making cities more accessible and friendly for visitors, guests and residents while providing appropriate mobility and safety. We are committed to working closely with government agencies, private enterprises, stakeholders, and the community on crafting customized master plans and designs that are not only exceptional, but implementable.

4 WORKLOADS

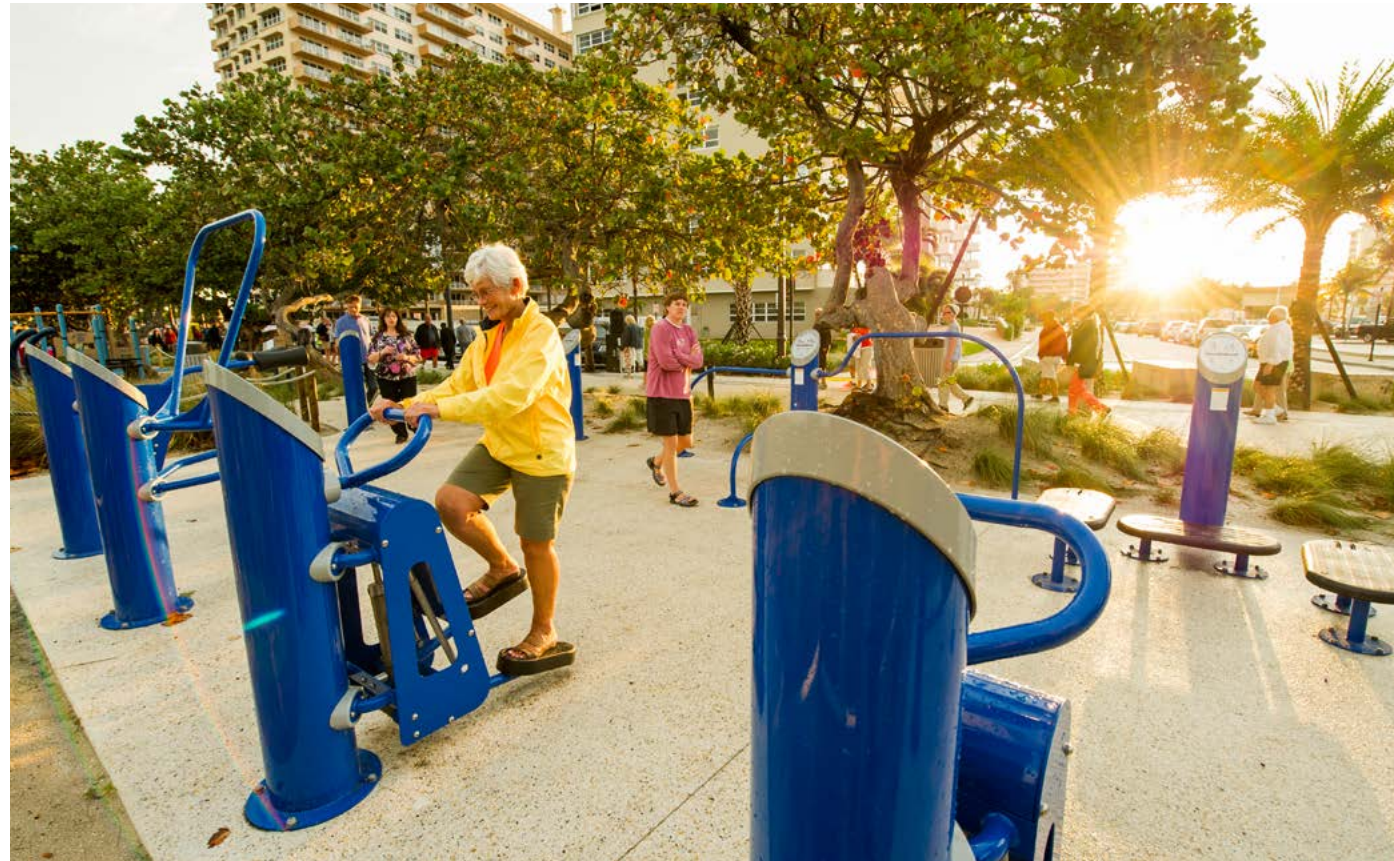
Regardless of field or industry, people tasked to complete a project should be able to devote their full attention to that project. At EDSA we take this to heart and have organized our work environment to achieve precisely that.

We believe that people produce their best work when given the chance to concentrate on objectives, problem solve challenges, and delve into the details. In allowing our talented professionals to do so, EDSA has helped clients realize the maximum return on their investment of time with us, while also experiencing the value that comes from excellent design, completed on time and within budget.

As well, we are committed to staffing our operation in such a way that our clients receive both continuity and economy. Combined with our studio structure and dedicated project management procedures, each member of the EDSA team is able to dedicate sufficient and appropriate time towards assuring both the quality of our services as well as the timing with which they are delivered.

Selected team members are also in place to oversee project progress and keep services moving forward as required. As needed, additional personnel are called upon to assist in adhering to deadlines and benchmark dates – providing an additional level of continuity, time management and economy.

REFERENCES



POMPANO BEACH STREETScape AND DUNE ENHANCEMENTS

POMPANO BEACH, FLORIDA

CLIENT City of Pompano Beach
SCOPE Detailed Design and Construction Administration
SCALE 3/4 Mile Corridor
COST \$9 Million

REFERENCE
 Mr. Greg Harrison, City Manager
 City of Pompano Beach
 100 West Atlantic Boulevard
 Pompano Beach, Florida 33060
 e: greg.harrison@copbfl.com
 p: 954.786.4601

Due to the public nature and high visibility of this project, promoting community engagement and building consensus during the earliest stages was imperative in guiding the framework for this plan. The collaborative and inclusionary process bolstered public support and proved successful in the procurement of additional funds to benefit its implementation. Primary design elements include a signature plaza with interactive water feature, roadway and parking improvements, an extensive beach promenade, multi-purpose kiosk building, and state of the art playground. Critical to the restorative nature of the project was the reestablishment of the deteriorated dune system through native plantings, protective barriers, and controlled beach access.

Working with the Pompano Beach Community Redevelopment Agency (CRA), EDSA led a multidisciplinary team of consultants, in creating a plan for the beach environment and existing streetscape along Pompano Beach Boulevard. Today, the Pompano Beach Streetscape has garnered regional and local acclaim for its promenade, public plaza, and restored dunes.



DOWNTOWN POMPANO CONNECTIVITY PLAN

POMPANO BEACH, FLORIDA

CLIENT City of Pompano Beach
SCOPE Master Planning Services

REFERENCE
 Mr. Greg Harrison, City Manager
 City of Pompano Beach
 100 West Atlantic Boulevard
 Pompano Beach, Florida 33060
 e: greg.harrison@copbfl.com
 p: 954.786.4601

In 2009, the Pompano Beach Community Redevelopment Agency (CRA) hired RMA and their team of professionals as their CRA Managers. EDSA was included as part of this team as the landscape architect, planner and urban designer. The CRA initiated the creation of the Downtown Pompano Connectivity Plan in order to understand and meet the demand for a plan to reverse years of decline and make new connections in the Downtown Pompano area. The key objective was re-establishing safe, pedestrian-friendly areas to encourage on-street activity and re-energize areas throughout Downtown Pompano, a historically important and active area. The study area consisted of three distinct districts, each with its own unique identity. One of the recommendations included the establishment of gateway and transitional features, streetscape treatments and overall points of connectivity between the three districts. Public input and consensus played an important role in shaping the direction of the plan throughout the process. Meetings with the public and CRA Advisory Board established the framework for a plan that reflects the needs and desires of the Pompano Beach community.



OLD POMPANO CIVIC PLAZA

POMPANO BEACH, FLORIDA

CLIENT Burkhardt Construction
SCOPE Conceptual Design, Detailed Design, Construction Observation
SCALE 0.3 Acres

REFERENCE
 Mr. Marc R. Kleisley, Vice President
 Burkhardt Construction, Inc.
 1400 Alabama Avenue, Suite 20
 West Palm Beach, FL 33401
 e: marc@burkhardtconstruction.com
 p: 561-659-1400

Part of a redevelopment initiative headed by Pompano Beach's Community Redevelopment Agency, this plaza packs flexible program opportunities into a compact, 0.3-acre site. The plaza's surrounding building facades and streetscape were recently renovated, and new restaurants and shops are planned for development in the near future. The plaza blends seamlessly the neighborhood's new look; a geometric hardscape and landscape design, festoon lighting, unique swing trellis seating system, and furnishings all give the plaza an artistic feel that complements the updated streetscape. Featuring a state-of-the-art glass tile fountain with fire and water jets -- the second of its kind in the U.S. -- the plaza will serve as a unique, vibrant destination that attracts visitors to this neighborhood's newly-developing dining and retail venues. Providing plenty of flexible space for holiday festivities, farmer's markets, art fairs, and other special events, the plaza will be an ideal location for community activities.

EDSA provided conceptual design through construction observation services. The firm worked closely with Burkhardt Construction and the City of Pompano to create a space that would meet the needs of the community.



NW POMPANO BEACH CRA

POMPANO BEACH, FLORIDA

CLIENT City of Pompano Beach
SCOPE Master Planning Services
SCALE 3,000 Acres

REFERENCE
 Mr. Greg Harrison, City Manager
 City of Pompano Beach
 100 West Atlantic Boulevard
 Pompano Beach, Florida 33060
 e: greg.harrison@copbfl.com
 p: 954.786.4601

The City of Pompano Beach selected EDSA to develop a Strategic Implementation Plan for the Northwest Pompano Beach Community Redevelopment District. The northwest section of the City encompasses approximately 3,000 acres, which has historically been an African American community. The goal of the planning process was to gain public consensus for redevelopment initiatives.

EDSA provided, in addition to leading the team of consultants, public consensus, development of opportunities and constraints, preliminary master planning, and final master planning that addressed circulation, landfill use conflicts, neighborhood preservation, and open space opportunities. The planning process included the development of a detailed site plan for the Martin Luther King Jr. Downtown area.



DANIA BEACH WATERFRONT REVITALIZATION

DANIA BEACH, FLORIDA

CLIENT City of Dania Beach
SCOPE Master Planning, Detailed Design, and Construction Documentation Services
SCALE 26 Acres
COST \$54 Million
CONTRACT TERM: 2012-2014

REFERENCE
 Mr. Marc LaFerrier, Community Development Director
 City of Dania Beach
 100 West Dania Beach Boulevard
 Dania Beach, Florida 33304
 e: mLaFerrier@daniabeachfl.gov
 p: 954.924.6805 Ext.3643

As the only public beach in Broward County not bisected by a local highway, its location and fully operational marina create a distinctive sense of place. Rehabilitation efforts for the waterfront focused on preserving its historic ties to Florida's marine industry and timeless natural beauty. Incorporating public outreach input, the master plan and siting of programmed elements enhances the overall aesthetics, functionality, and safety of the site thereby increasing appeal for residents and tourists. As part of design development environmental quality, connectivity, infrastructure, amenity offerings and economic evaluation for future opportunities were addressed. The enhanced public beach and associated facilities are a result of dune restoration, parking and lighting improvements, preservation of native habitats, sea level and storm water solutions, designated pedestrian/bicycle access as well as upgrades to the landscape, facilities, and pier.

EDSA conducted interactive sessions to establish design priorities. The team performed a feasibility analyses to determine funding mechanisms and construction limitations, along with projected direct and indirect revenue sources. Design responsibilities included revitalization planning, conceptual architecture and landscape as well as engineering and development regulations review. Phase 1 is currently under construction.



DELRAY BEACH REVITALIZATION

DELRAY BEACH, FLORIDA

CLIENT City of Delray Beach
SCOPE Conceptual Design through Construction Administration
SCALE 1.5 Miles
COST \$2.7 Million
CONTRACT TERM: 2016-Ongoing / Continuing Services

REFERENCE
 Ms. Missie Barletto, Assistant Public Works Director
 City of Delray Beach
 434 S. Swinton Avenue
 Delray Beach, Florida 33444
 e: barlettom@mydelraybeach.com
 p: 561.243.7000 Ext. 4104

With the growth and popularity of its beach, revitalization to the area sidewalks, beach access, and usability was top priority for the \$3 million project. Drawing from natural colors, the expanded 12-foot sidewalks are designed to mimic the natural transition from dry to wet sand, along with the visual element of shells on the ocean floor. The design concept amplifies the city's most popular recreational corridor, using natural aesthetics and design. Benches surrounding new shower stations, making the areas approachable and manageable for the public. Greater usability enhancements also include bike-sharing racks, water fountains with refillable water bottle stations, and surfboard/ paddle-board shelves. Further blending the urban fabric with the natural landscape, the dunes were arranged slightly inland, reinforcing the beach's world-renowned environmental system.

EDSA provided conceptual design through construction period services for the public realm and open spaces, as well as addressing vehicular and pedestrian circulation associated with the promenade.



LAS OLAS CORRIDOR IMPROVEMENTS

FORT LAUDERDALE, FLORIDA

CLIENT City of Fort Lauderdale
SCOPE Master Planning, Detailed Design and Construction Administration Services
SCALE 17 Acres

CONTRACT TERM: 2014-Ongoing

REFERENCE
 Mr. Tom Green, Senior Beach Project Manager
 City of Fort Lauderdale | Community Redevelopment Agency
 100 N. Andrews Avenue, 6th Floor
 Fort Lauderdale, Florida 33301
 e: TGreen@fortlauderdale.gov
 p: 954.828.4008

Redefining the visitor experience, the design creates strong visual and physical connections to the beach while prioritizing pedestrian circulation and establishing iconic public gathering spaces. With an understanding for future development, sustainability preferences and programming opportunities, the legacy infill project maintains roadway functionality while preserving view corridors. The concept consolidates parking for increased public green space in addition to establishing boundary markers, creating an arrival court, and reinforcing walkable connections from water to water. The functional design includes streetscape enhancements, multi-modal transportation alternatives and the incorporating of natural and man-made patterns to form a juxtaposition between ecological systems and the urban grid for a catalytic public realm.

As team leader, EDSA provided overall project management, design development and construction period services that address the realignment of Las Olas Boulevard as well as the redevelopment of Oceanside Park, the Intracoastal promenade and public amenity deck in addition to re-purposing surface parking into open green space. EDSA also worked with FDEP and the City to change the lighting policy for improved beach safety for pedestrians and environmental sensitivity to nesting sea turtles.



BLUEWAYS MASTER PLAN

MIAMI BEACH, FLORIDA

CLIENT City of Miami Beach
SCOPE Master Planning
SCALE 18.7 Square Miles

CONTRACT TERM: 2014-2015

REFERENCE:
 Rodney Knowles, Greenspace Division Director
 City of Miami Beach
 T: 305.673.7080
 E: phillipknowles@miamibeachfl.gov

Led by the Parks and Recreation Department, the Blueways initiative is intended to provide a system of canals, rivers, waterways and lakes, connected with a similar environmental theme for improved aquatic recreation, water-based transportation, economic development and other opportunities. The master plan is intended to increase the interaction of residents and tourists with the waterways in and around the city. It also addresses vehicular accessibility, pedestrian connectivity, stormwater treatment, upland improvements, habitat restoration of the living shoreline and establishment of seawalls. EDSA's preliminary plan unifies numerous access points with elements and activities such as day use dockage, kayak and boat rentals, water taxis, linear parks, promenades, a greater connection with existing retail, and restaurants and resorts that will engage and activate the area. Upon completion, the City will have an implementation ready design to promote Blueways facilities that better connect residents and visitors to the water at convenient locations thus highlighting the City as a premier ecotourism hub.

EDSA is providing public consensus building, inventory and analysis of existing conditions and master planning services.



BRIGHTLINE

MIAMI, FLORIDA

CLIENT Brightline | All Aboard Florida
SCOPE Conceptual Design, Design Development, and Construction Administration Services
SCALE 11 Acres

CONTRACT TERM: 2014-2015

REFERENCE

Mr. Eric Claussen, Senior Vice President - Design & Development
 Brightline Trains
 2855 Le Jeune Road, 4th Floor
 Coral Gables, Florida 33134
 e: Eric.Claussen@brightline.com
 p: 305.520.2339

This billion-dollar passenger rail service between Miami and Orlando is intended to transform intercity travel. Focused on improving efficiencies and offering a sustainable, cost-effective means for travel, the project entails a connected network of spaces and streetscapes that interweave transit facilities with private development. Transforming the public realm experience, dynamic, multi-use environments integrate with communities along the corridor. Promoting connectivity and pedestrian accessibility at the Miami Central Station, EDSA's design reinforces a sense of place with active and passive uses, civic features, public art, and a mix of development types.

Spanning five city blocks, EDSA addressed the public realm, open spaces, parking overflow, and circulation associated with the Miami station as well as collaborating on a design vision and overall framework for the delivery and maintenance of the transportation corridor. In addition, the team provided preliminary design for an amenity deck associated with residential towers above the Miami Central Station.



BRICKELL WORLD PLAZA

MIAMI, FLORIDA

CLIENT Brickell Holdings, LLC | HOK
SCOPE Conceptual Design, Construction Documentation and Construction Administration
SCALE 1.6 Acres

CONTRACT TERM: 2014-2015

REFERENCE

Mr. Alex Rodriguez, Sr. Associate/ Project Architect
 HOK International, Ltd.
 120 NE 27th Street #700
 Miami, Florida 33137
 e: alex.rodriguez@hok.com
 p: 786.4974820

The upscale plaza creates a green oasis and park-like experience in the heart of downtown. By reconfiguring surface parking, the design reestablishes the site as an open-air destination while vehicular traffic is directed upwards through an adjoining 12-story parking garage with connectivity to the office tower. Nearly 40,000 square feet of landscape is anchored by preserved large Oaks, Poinciana and Gumbo Limbo trees. These natural shading structures filter street noise and produce a multi-functional urban ecosystem.

EDSA provided landscape architecture and construction observation services for the tower plaza and mixed-use park. The design addressed maintenance improvements as well as enhanced seating areas, function lawns and garden spaces.



CITY OF POMPANO BEACH PRIOR PROJECTS

- Dixie Highway Streetscape Improvements
- MLK Jr. Village Plan
- NW Pompano Beach CRA
- Old Pompano Civic Plaza
- Pompano Beach Revitalization
- Pompano Beach Complete Streets
- Pompano Downtown Connectivity Plan
- Pompano Pier Improvements
- Pompano Bch NW CRA-Broward Library Real Estate Plan

CORAL SPRINGS MUNICIPAL COMPLEX

CORAL SPRINGS, FLORIDA

CLIENT Song & Associates Inc.
SCOPE Master Planning, Detailed Design, Construction
 Administration Services
SCALE 5.7 Acres

REFERENCE

Ms. Jill Lanigan, Principal / Director of Business Development
 Song & Associates Inc.
 1545 Centrepark Drive North
 West Palm Beach, Florida 33401
 e: jlanigan@songandassociates.com
 p:561.655.2423 Ext. 110

Replacing an outdated facility that dates back to 1966, the revitalized municipal complex serves as a catalyst for redevelopment in the city's downtown core. Organized around a new City Hall building and parking garage, a gateway pedestrian bridge, grand lawn, and a succession of open spaces, walkways and plazas connect buildings to pedestrians in a very cohesive way. The urban design features a main entry plaza with the symbolic sun shaped paving pattern, exceptional public art, a rich landscape palette and street furnishing adding to the inviting and walkable civic space. A second phase of development will include the addition of various mixed-use facilities and retail space.

As part of a multi-disciplinary team, EDSA provided schematic design through construction administration services for all exterior spaces addressing accessibility, circulation, functionality and design aesthetics to create an animated community center that captures the "heart and soul" of the citizens of Coral Springs.

PROJECT TEAM FORM

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

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# 59-1265229

PRIME

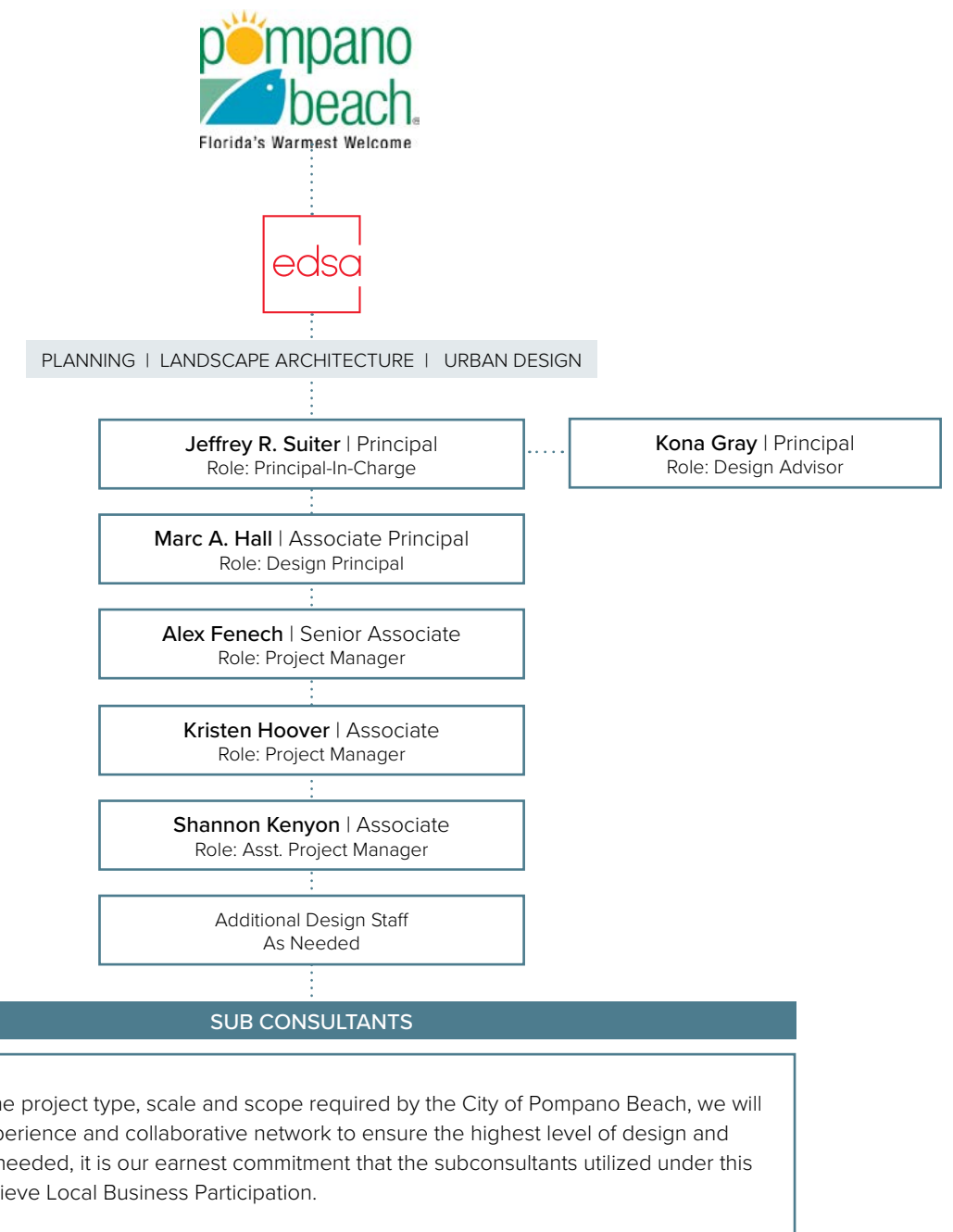
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Jeffrey R. Suiter</u>	<u>27</u>	<small>* Please refer to resumes</small>
Project Manager	<u>Alexander Fenech</u>	<u>9</u>	<small>* Please refer to resumes</small>
Project Manager	<u>Kristen Hoover</u>	<u>8</u>	<small>* Please refer to resumes</small>
Asst. Project Manager	<u>Shannon Kenyon</u>	<u>4</u>	<small>* Please refer to resumes</small>
Other Key Member	<u>Marc A. Hall</u>	<u>30</u>	<small>* Please refer to resumes</small>
Other Key Member	<u>Kona Gray</u>	<u>23</u>	<small>* Please refer to resumes</small>

SUB-

CONSULTANT Role

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

TEAM ORGANIZATION CHART



STATEMENT OF SKILLS AND EXPERIENCE

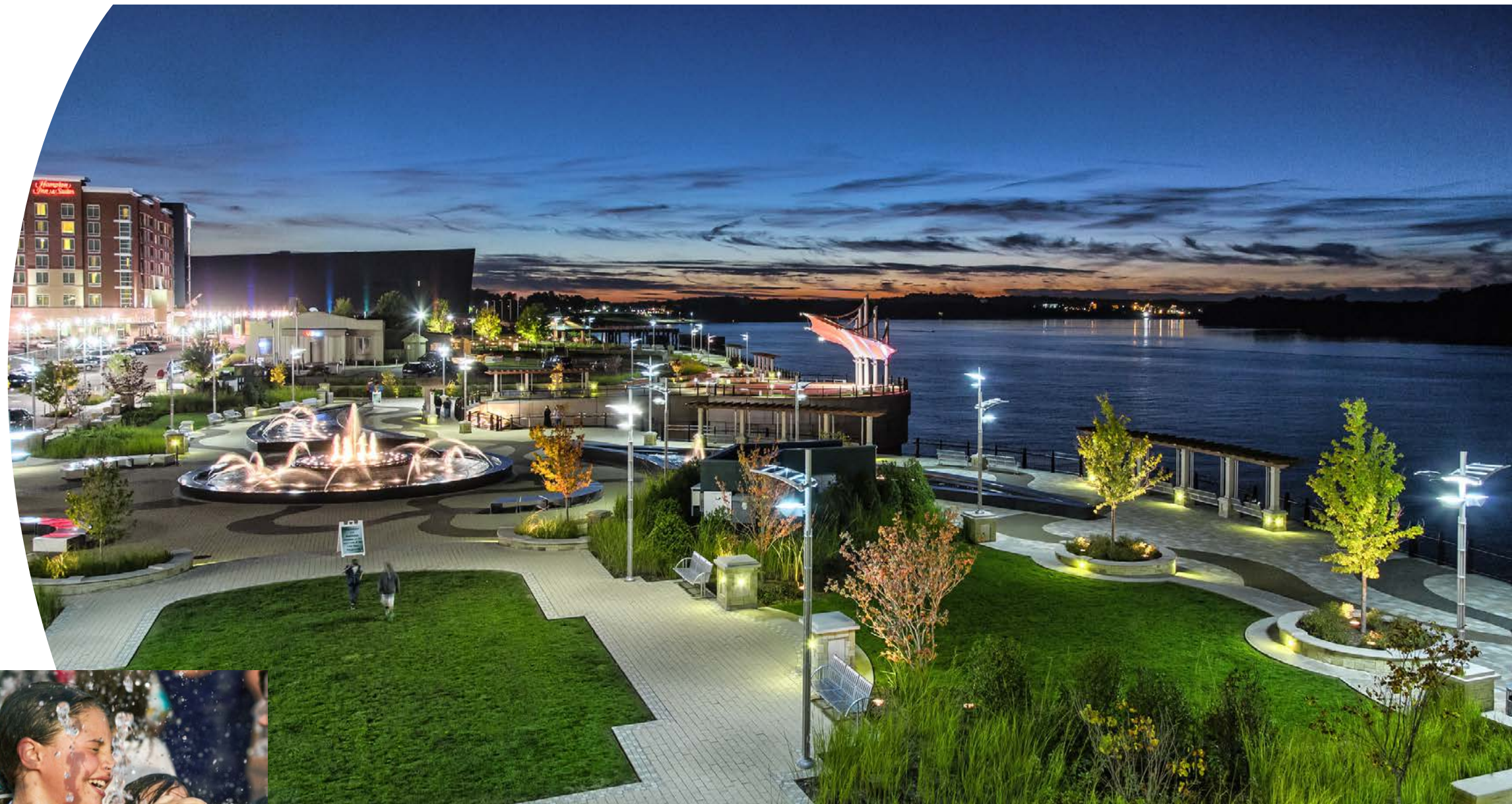
FIRM OVERVIEW

In 1960, visionary Edward D. Stone, Jr. founded a firm dedicated to the proper use of land resources and thoughtful creation of human environments. From these modest but ambitious beginnings, EDSA's legacy has grown into one of the world's most renowned design firms. Upon this foundation, **we continue to adapt, evolve and positively influence real estate development to better meet the environmental, social and economic needs of our clients and users of the earth's landscapes.**

Bringing an intrinsic value to how land and space are utilized, our work respects, enriches and showcases natural beauty in harmony with cutting-edge creativity. **By designing for the best use of land forms, natural resources and public interface, we help commerce and communities thrive.** Our strength resides in a comprehensive understanding of the development process and proven track record of getting projects built and operational.

Our commitment to collaboration is matched by design excellence and our depth of talent. Fueled by the efforts of a 118-person team, our highly trained staff brings internationally-diverse perspectives and solutions to an ever-evolving industry.

Beyond creating quality outdoor spaces, **we care deeply about the human experience and how people feel, act and enjoy the spaces we create.** Extending from our designers who infuse passion into their creations, to consumers who experience our spaces and clients who are rewarded for their investments – our designs create lasting value.



WE SEE OURSELVES AS CREATORS, VISIONARIES, LEADERS, ARTISTS AND DESIGN TECHNICIANS WITH THE APTITUDE TO EFFECT CHANGE AND THE PASSION TO MAKE A DIFFERENCE.

WITH **SIX DECADES** OF EXPERIENCE AND **HUNDREDS** OF COMPLETED PROJECTS ON **SIX CONTINENTS**, EDSA HAS HELPED SHAPE THE GLOBAL PRACTICE OF PLANNING, LANDSCAPE ARCHITECTURE, AND URBAN DESIGN.



WE BEGIN EACH ASSIGNMENT WITH A BASIC UNDERSTANDING OF THE UNIQUE NEEDS OF THE CLIENT, PROJECT, SITE, AND END USER – SO THAT A CLEAR, VIABLE AND EXCITING SOLUTION IS ACHIEVED.

EDSA CORE DISCIPLINES

Our service offerings cover the complete range of planning, design, production and field supervision.

In general, the Professional Landscape Architecture services assigned under these continuing services contracts may include, but are not limited to the following types of projects:

MASTER PLANNING

- Site selection + analysis
- Land use planning
- Feasibility studies
- Visioning workshops
- Development strategies
- Site-specific plans
- Design guidelines
- Entitlements

LANDSCAPE ARCHITECTURE

- Site design + theming
- Conceptual + schematic design
- Design development
- Hardscapes + water features
- Planting design
- Construction period services

URBAN DESIGN

- Downtown planning
- City revitalization + redevelopment
- Urban open space
- Transit-oriented design
- Public consensus building
- Vision plans

WE CONSIDER OURSELVES **STEWARDS OF THE LAND** AND PLACE
SUSTAINABILITY AT THE FOREFRONT OF OUR PLANNING AND DESIGN EFFORTS.

EXPERTISE



URBAN SPECIALIZATION

As thought-leaders and innovators, our designers establish venues of public significance that are exceptionally suitable for commercial vitality and city livability. Our specialized skill set addresses the challenges and opportunities of urbanization, utilizing context and community to establish a hierarchy of public spaces that connect people and places, urban form and movement, nature and the built environment.

Our scope of services reflects our commitment to our strengths, and showcases our belief in doing the right thing – for our planet, our clients, and society. Our services include:

- Visioning/regional planning
- Corridor planning/studies
- Public consensus building
- Strategic implementation plans
- Design guidelines
- Conceptual, schematic, and detailed site design

We have several assignments that focus on the formation of human scaled, critical mass elements such as vibrant commercial centers, residential towers, amenity hubs, town centers, entertainment areas, retail streets, and attractive green spaces that serve as centerpieces around which communities are built.

OUR PRIMARY GOAL IS TO **CREATE VALUE** THROUGH
EXCELLENT DESIGN COMPLETED ON TIME AND WITHIN **BUDGET**

URBAN ENVIRONMENTS GUIDING PRINCIPLES

COMPETITION AMONG CITIES IS INTENSE, AND A STRONG POSITION MAXIMIZES A CITY'S VISIBILITY AND DRAW. AT EDSA, WE IDENTIFY THE BEST GROWTH OPPORTUNITIES AND NURTURE THEM – ENSURING THAT ALL CITIZENS ENJOY AND SHARE IN THEIR CITY'S PROSPERITY.



A

CREATE A UNIFIED VISION

“Begin with the end in mind.” This philosophy is a focus of EDSA’s design process. We work closely with our clients, major stakeholders, and community residents to ensure that the project’s vision is a shared one. Involving locals, business owners, and special interest groups in the consensus-building process ensures comprehensive, action-oriented plans and designs that serve as positive reflections of the communities in which they reside.

B

ENSURE ECONOMIC VIABILITY

Thriving communities invite commerce, lead to job creation, create pride in home ownership, and increase property values for a stronger tax base by which to attract newcomers and improve conditions for residents. EDSA assists in garnering public support, private investment, and tax increment financing for programs that address adaptive reuse, increase the attractiveness of spaces, and reinforce a city’s brand.

C

DESIGN FOR MEMORABLE EXPERIENCES

Great public spaces are the living room of a city – the place where people come together for social engagement. Adding vitality to a community means creating synergies between uses and public connectivity where life happens. EDSA brings about the character, dynamism, and beauty of a city with textural patterns, vibrant spaces, landmarks, and focal points.

D

ENCOURAGE HEALTHY LIVING

Attractive, pedestrian-friendly streets, green space, recreational amenities, and transportation alternatives represent a few of the elements that contribute to good urban form. Wheel-and-spoke, concentric circles to parks and open space provide for active and passive recreation in support of pedestrian-over-vehicle hierarchy.

E

INSIST ON INCLUSIVITY

Neighborhoods, where everyone has the equal opportunity and access to public realm offerings, widens resident base, enhances commercial viability, reduces crime, and increases economic activity. Critical to socially harmonious environments are schools, housing, and mass transport, as well as dedicated spaces for special events, sports leagues, and cultural festivals.

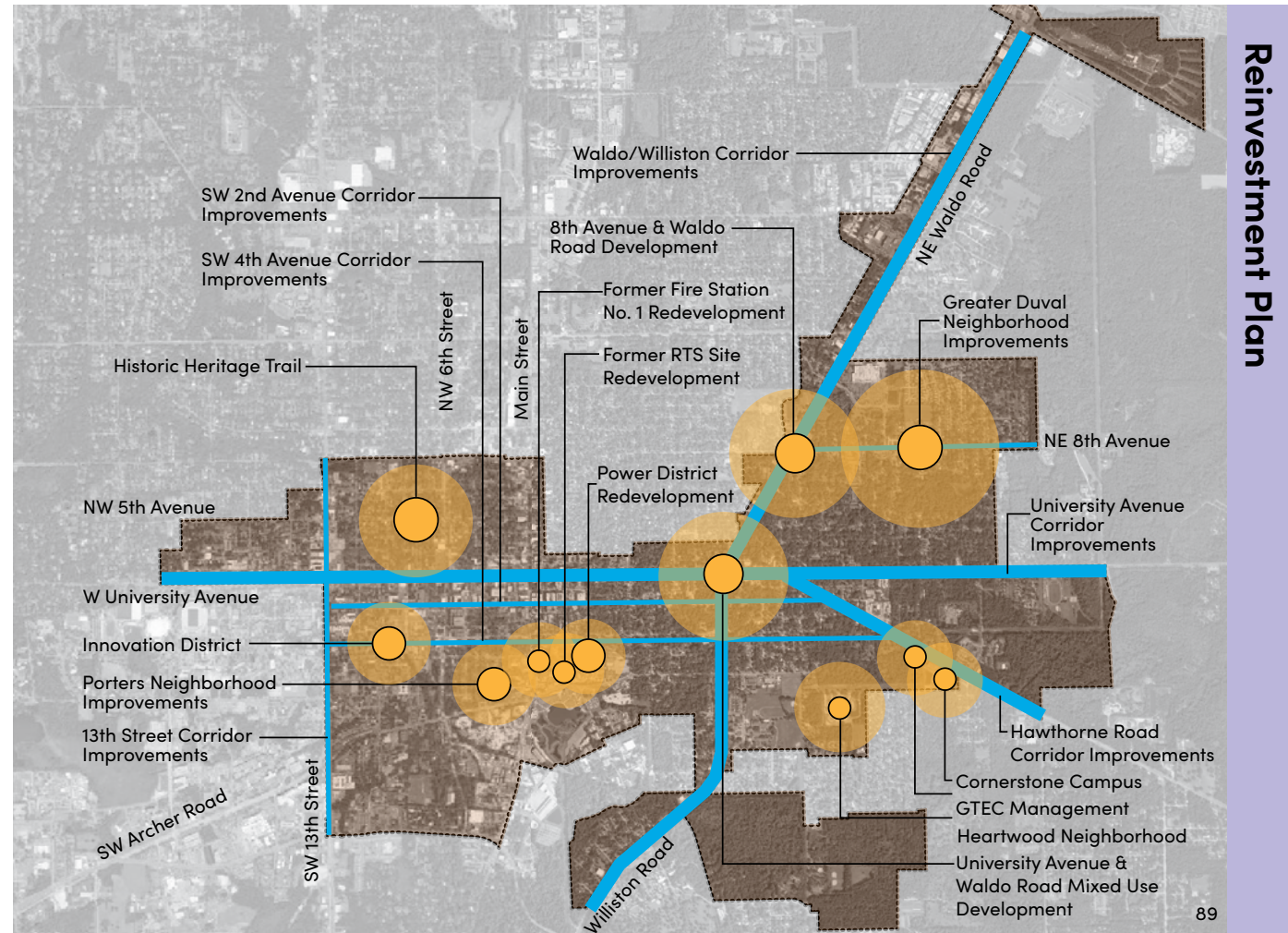
F

STRENGTHEN CONNECTIVITY

Properly sited roads, rail, bicycle, and walking networks transform intercity travel, improve efficiencies, and genuinely enhance mobility and compatibility with adjacent neighborhoods. EDSA addresses infrastructure improvements, redevelopment opportunities, and siting of civic amenities with shops, offices, residences, and other attractions strategically accessible by public transportation.

EXPERIENCE

PROJECTS COMPLETED WITHIN THE PAST FIVE YEARS



GAINESVILLE CRA MASTER PLAN

GAINESVILLE, FLORIDA

CLIENT GAINESVILLE CRA
SCOPE Master Planning

REFERENCE

Mr. Lee Feldman, City Manager
City of Gainesville
200 E. University Ave.
Gainesville, FL 32601
e: citymanager@cityofgainesville.org
p: 352.393.8601

In April 2019 the City of Gainesville and Alachua County Commissions reached an agreement to transition Gainesville's Community Development Agency into a City Department the GCRA, Gainesville Community Reinvestment Area. Under the new structure, the previous four redevelopment areas in Gainesville become a single district with the same external boundaries.

EDSA was commissioned by GCRA to reevaluate the former Redevelopment Plan for each of the four areas and consolidate into a single Reinvestment Plan that will guide the work of the agency for the next ten years. As leader of this tremendous effort, EDSA collaborated with GCRA through intensive public process involving community workshops, stakeholder meetings, surveys, and other outreach. The entire community was brought together in the creation of the final Reinvestment Plan which sets forth an exciting road map for the future.



FAT VILLAGE

FORT LAUDERDALE, FLORIDA

CLIENT FAT Village Properties, LLC
SCOPE Master Planning
SCALE 6 Acres

REFERENCE

Mr. Alan Hooper, Principal
Fat Village Properties, LLC
202 Southwest 2nd Street
Fort Lauderdale, Florida 33301
e: alan@hooperconstruction.net
p: 954.761.1628

Set against an emerging metropolitan backdrop, the Food, Arts and Technology (FAT) Village caters to originality with a focus on experiential design and social entertainment. Interlocking office buildings, residential towers and boutique hotels breathe life into the local community while cuisines from incubator restaurants infuse the district with international aromas and paving patterns. Textured walls and murals complement the lighting and curated aesthetic for a 7-day, 18-hour energy of place. Globally inspired by organically-grown, gritty urban districts and the existing spirited art scene, the refined, walkable neighborhood brings a revitalizing, eclectic vibe to downtown.

As team leader, EDSA was responsible for master planning and entitlements for the pedestrian district. Allotting space for continuous growth and expansion, the site's phased development strategy lays a promising foundation for a successful, healthy and connected urbanization in the Fort Lauderdale cityscape.



ADVENT HEALTH

APOPKA, FLORIDA

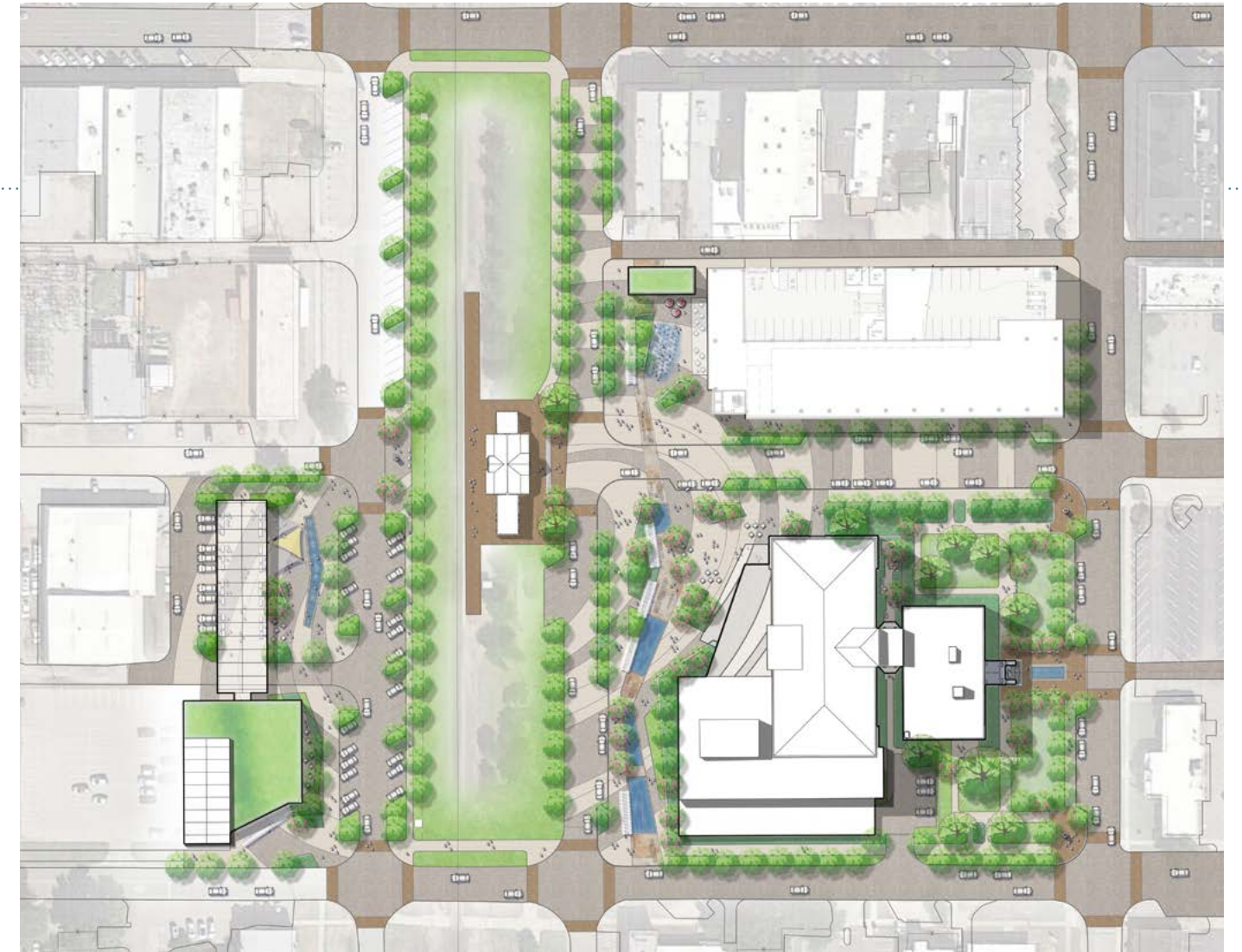
CLIENT Earl Swensson Associates, Inc.
SCOPE Master Planning and Detailed Site Design Services
SCALE 35 Acres

REFERENCE

Mr. Matt Manning, Principal
 ESa | Earl Swensson Associates, Inc.
 1033 Demonbreun Street, Suite 800
 Nashville, Tennessee 37203
 e: mattm@esarch.com
 p: 615.329.9445

As an envisioned future of healthcare prototype, the greenfield campus features a 120-bed hospital tower, physicians' office building, emergency room, helipad, central energy plant, healing gardens and parking for visitors and staff. Inspired by the nearby natural spring and native trees that spread across the landscape, the evidence-based design not only provides for quality healthcare but well-planned, functional spaces that create a resilient and cohesive public exchange where walkability, mobility, in-community services and respite spaces allow for multi-generational interaction.

EDSA's design concept patient-centered approach emphasizes the linkage between the physical environment and healthy outcomes with consideration for exterior views, easy access to the landscape grounds, natural lighting and vibrant plantings as well as a welcoming approach, clear circulation, and an overall recuperative atmosphere. The building's transitional design is intended to set the tone for Wellness Point, a new mixed-use district focused on healthcare, retail and residential uses.



CLEVELAND COUNTY COURTHOUSE COMPLEX

NORMAN, OKLAHOMA

CLIENT Cleveland County
SCOPE Master Planning
SCALE 8 Acres

REFERENCE

Mr. A.J. Kirkpatrick
 Director of Urban Planning
 920 W Main
 Oklahoma City, OK 73106
 T: 405.232.5700 / 405.239.3289
 E: akirkpatrick@adgokc.com

Serving as a catalyst for sustainability and growth, the historic site has been re-purposed into a community destination and city hub with programmed concerts, festivals, markets and seasonal celebrations. Linked by a green corridor and hierarchy of well-connected public spaces, plazas are thoughtfully intersected to produce a cohesive character. Focused on health, wellness and the pedestrian experience, the design integrates streetscape, sidewalks and bike paths for improved safety and circulation. Multi-use parking structures not only provide solutions for County officials and staff, but conserve pockets of natural flora and fauna, balancing carbon emissions and encouraging social engagement.

EDSA led a multidisciplinary team in developing a master plan that addressed the spatial needs of the courthouse, provided parking alternatives and created a gateway between downtown Norman and the surrounding communities.



KINGSTON REDEVELOPMENT PLAN

KINGSTON, JAMAICA

CLIENT China Construction America
SCOPE Master Planning Services
SCALE 160 Hectares

REFERENCE
 China Construction America
 Natalia Dwornik
 p: 242 424 1527

The Jamaican government is undertaking an extensive revitalization effort that addresses the current public realm and new development initiatives. A series of corridor improvements and urban core enhancements will create a more attractive and functional environment to spark business improvements, encourages public-private partnerships and support new construction of underutilized and vacant sites. A government campus, national museum, parks and open space, commercial and residential development, festival plazas and hotels are detailed in the master plan. In a secondary phase, a new harbor for cruise ships, excursions and local fishing boats will be developed along with a waterfront promenade. In addition, to upgrading multi-modal transportation alternatives and infrastructure, the design provides for responsible water management, renewable energy strategies and other LEED conservation methods.

As part of a multi-disciplinary team, EDSA is creating a master plan that fulfills the government's road-map for making Jamaica, 'the place of choice to live, work, raise families and do business'. Designers are addressing streetscapes, building locations, site structures, hierarchy and character of plazas, parks and green spaces as well as pedestrian and vehicular circulation and accessibility.



SAVANNAH HISTORIC DOWNTOWN STREETSCAPES

SAVANNAH, GEORGIA

CLIENT City of Savannah
SCOPE Conceptual Design, Detailed Design and Construction Documentation
SCALE 3 Complete Streets Encompassing 36 Blocks

REFERENCE
 Bridget Lidy, Planning and Urban Design Director
 City of Savannah
 T: 912.525.3097
 E: blidy@savannahga.gov

As a part of a larger downtown revitalization initiative, the City has begun to reclaim some of its most notable streets and urban corridors for its people. Drawing inspiration from the town's historic and coastal roots, the streetscape design concept features widened sidewalks, new walkways, information kiosks, bike racks and lanes, medians, bioswales, and plantings that improve the pedestrian experience.

Once implemented, the design will provide a safe, walkable public realm that enriches resident quality of life and is centered upon visual identity, green infrastructure, ADA and bicycle safety, smart transportation, historic preservation and vehicular functionality.

During the design process, EDSA conducted several public meetings to build consensus and garner feedback for the downtown streetscape improvement project. The resulting streetscape plan, for three of the most storied thoroughfares, preserves the City's history and timeless beauty, while continuing to provide for an enhanced resident and visitor experience.



PATRIOT PLAZA

TOWSON, MARYLAND

CLIENT Baltimore County
SCOPE Conceptual Design
SCALE 9 Acres

REFERENCE
 Mr. James Stevenson
 Baltimore County Government
 400 Washington Avenue, Room 148
 Towson, Maryland 21204
 e: jstevenson@baltimorecountymd.gov
 p: 410.887.6566

Concept plans for the redesign of Patriot Plaza focused on creating a central, character-defining, public open space for the County as well as an everyday outdoor space for residents, visitors, and employees of the government core. Focused on improving access and offering programmable space to accommodate events and groups of varying sizes, the public amenity enhances connections amongst Patriot Plaza, the historic courthouse gardens, adjacent streets, and existing memorials. Elliptical forms and curved lines radiate outward from the plaza to the surrounding community. The addition of a memorial garden, several feet in elevation above an event lawn, re-enforces a sense of prominence and symbolism. A gateway plaza, food truck stations, shade pavilions, amphitheater, art installations, interactive fountains, landscaped terraces, playground, and movable seating encourage interactions from the street and within.

EDSA addressed the need for an iconic public realm open space and improved accessibility during the conceptual design phase, as well as collaborating on a design vision and framework with stakeholder groups.



COLON URBAN RENEWAL

COLÓN, PANAMA

CLIENT China Construction America
SCOPE Master Planning and Conceptual Design
SCALE 1 Square Mile

REFERENCE
 China Construction America
 Natalia Dwornik
 p: 242 424 1527

In an effort to improve conditions in and around Colon, the City and Federal Government sponsored a design competition addressing aging infrastructure within the Old Town and creating of an adjacent new town. Catalyzing investment, the plan includes restoration of underutilized and historically significant properties across the urban core with a design vernacular that pays homage to the role of land, sea, arts, and spirituality in Colon's unique culture. The adjacent, self-sustaining housing district is walkable and transit-oriented to encourage social interaction, recreation, education, and wellness. Defined by a hierarchy of complete streets, the plan organizes homes on smaller neighborhood blocks and accommodates varying levels of pedestrian, bicycle, and vehicular traffic. A commercial and social services core is centrally located while schools and health institutions anchor both ends of the village.

EDSA provided urban planning, conceptual design, and a phasing program that improves quality of life for residents through the revitalization and renovation of an open space network and an enhanced public realm.



KPMG LAKEHOUSE

ORLANDO, FLORIDA

CLIENT KPMG | Gensler Architects
SCOPE Master Planning, Detailed Design and Construction Administration Services
SCALE 55 Acres

REFERENCE
 Mr. Hal Sharp, Office Building Leader, Principal
 Gensler
 2 Houston Center, Suite 200
 Houston, Texas 77010
 e: Hal_sharp@gensler.com
 p: 713.844.0062

Supporting the active exploration of new ideas, the \$400 million training and team development facility serves as a professional innovation hub for the firm's 32,000 US-based employees and partners. The learning retreat has 800 single-occupancy guest rooms, 90 classrooms and innovation labs, multiple dining areas, an events pavilion and a 1,000-seat auditorium. Focused on the individual and experiential design, active recreation spaces, miles of walking, cycling and running paths, outdoor classrooms and other holistic gathering spaces maximize the visitors experience with an engaging environment for both heart and mind. In addition, the innovation campus reinforces the firm's rich culture, legacy and history by prioritizing wellness, healthcare, technology as foundations for community and corporate growth.

EDSA's design for the state-of-the-art campus ensures continued access to learning, enrichment and development opportunities with a design sensibility that connects employees and professionals to KPMG's inclusive and innovative culture.



CIUDAD ESPERANZA

NUEVO ARRAIJÁN, PANAMA

CLIENT CSCEC Panama S.A.
SCOPE Master Planning
SCALE 36 Hectares

REFERENCE
 Pedro Nunez, Ejecutivo de Proyecto
 CSCEC Panama S.A.
 T: 507.294.5504
 E: nunez_pedro@ChinaConstruction.us

Seeking inspiration from local culture, this revolutionary community plan takes into account all of the senses, evoking a special experience in every space. A detailed program and phasing plan guide implementation and encourage sustainable development while creating housing opportunities that mitigate the existing deficit. In developing a functional community tapestry, the design introduces pedestrian scaled blocks conducive to walkability, connectivity, and transportation. A hierarchy of outdoor areas encourage social interaction with inner nodes of open space. This safe living environment will host 2,250 homes, an extensive network of interconnected concourses, walkways and trails, children's play areas and sports facilities, commercial and civic spaces, as well as a satellite extension of the University of Panama.

EDSA's visionary plan serves as a positive example for future development and establishes a precedent for cultural respect and human consideration in design. In addition to master planning, EDSA developed a design bid package consistent with guiding principles established during the conceptual phase of the project.



LAKE NONA TOWN CENTER

ORLANDO, FLORIDA

CLIENT Tavistock Development Company | Lake Nona Property Holdings, Inc.
SCOPE Conceptual Design, Detailed Design, and Construction Administration
SCALE 8 Acres

REFERENCE
 Ms. Patrice J. Ragusa, Senior Manager
 Tavistock Development Company (now with Universal Creative)
 100 Universal Studios Plaza
 Orlando, Florida 32819
 e: patrice.ragusa@universolorlando.com
 p: 407.363.8000

With an impressive collection of retail offerings and restaurants, a four-story office building, dual-brand Marriott hotel, and outdoor event facility, the open-air complex is strategically situated to support surrounding residences. Serving as a gateway to future commercial development, the regional destination shines with iconic architecture and an expansive urban plaza. Exterior spaces, arrival gateway, and circulation nodes create an immersive hub that cultivates social activity with palm groves and open lawn areas. Taking cues from its adjacent medical context, the site's central node features a stethoscope shaped lawn highlighting a signature multimedia experience. Based on a need for flexibility and transition, the concept utilizes a continuous paving pattern, curb-less streetscapes, and retractable bollards to unify pedestrian pathways and allow for flexible event space.

EDSA addressed the development program from a site planning perspective and detailed all exterior program elements including lighting, grading, draining, hardscape, planting, and site furnishings for the burgeoning hotspot.



SHANWEI WATERFRONT

GUANGDONG PROVINCE, CHINA

CLIENT Shanwei Housing and Urban-Rural Development Bureau
SCOPE Master Planning and Schematic Services
SCALE 700 Hectares

REFERENCE
 Mr. Yang Yang
 Shanwei Housing and Urban-Rural Development Bureau
 No. 1 Courtyard of Jianshe Road
 Shanwei City, Guangdong Province, China
 e: swyy638@163.com
 p: 860.066.0332 x2638

The re-envisioned industrial waterfront serves as a catalyst for economic growth and connectivity within the urban core. The once rigid shoreline is being reshaped into five distinct districts which transition from high-energy zones to calming natural parks for a welcoming destination. Aligned with China's refreshed approach to development, phased improvements ensure a balance of public expenditures with public-private redevelopment for long-term environmental and financial sustainability. Design of the mixed-use city supports an array of authentic experiences along piers, docks and an active promenade while a new cruise port provides tourism access. Dotted throughout the site, educational installations immerse visitors in the rich history and character of the area while all districts support an environmentally-friendly, people-oriented waterfront city.

Having completed an in-depth analysis, EDSA crafted a master plan framework that spans the five districts and surrounding 700-hectares with consideration for street layouts, public space delineation, park design, environmental amenities and multi-modal transportation. The final land use plan serves as a blueprint for ongoing development that nurtures healthy living by promoting smart growth design through ecological and sustainable infrastructural systems.

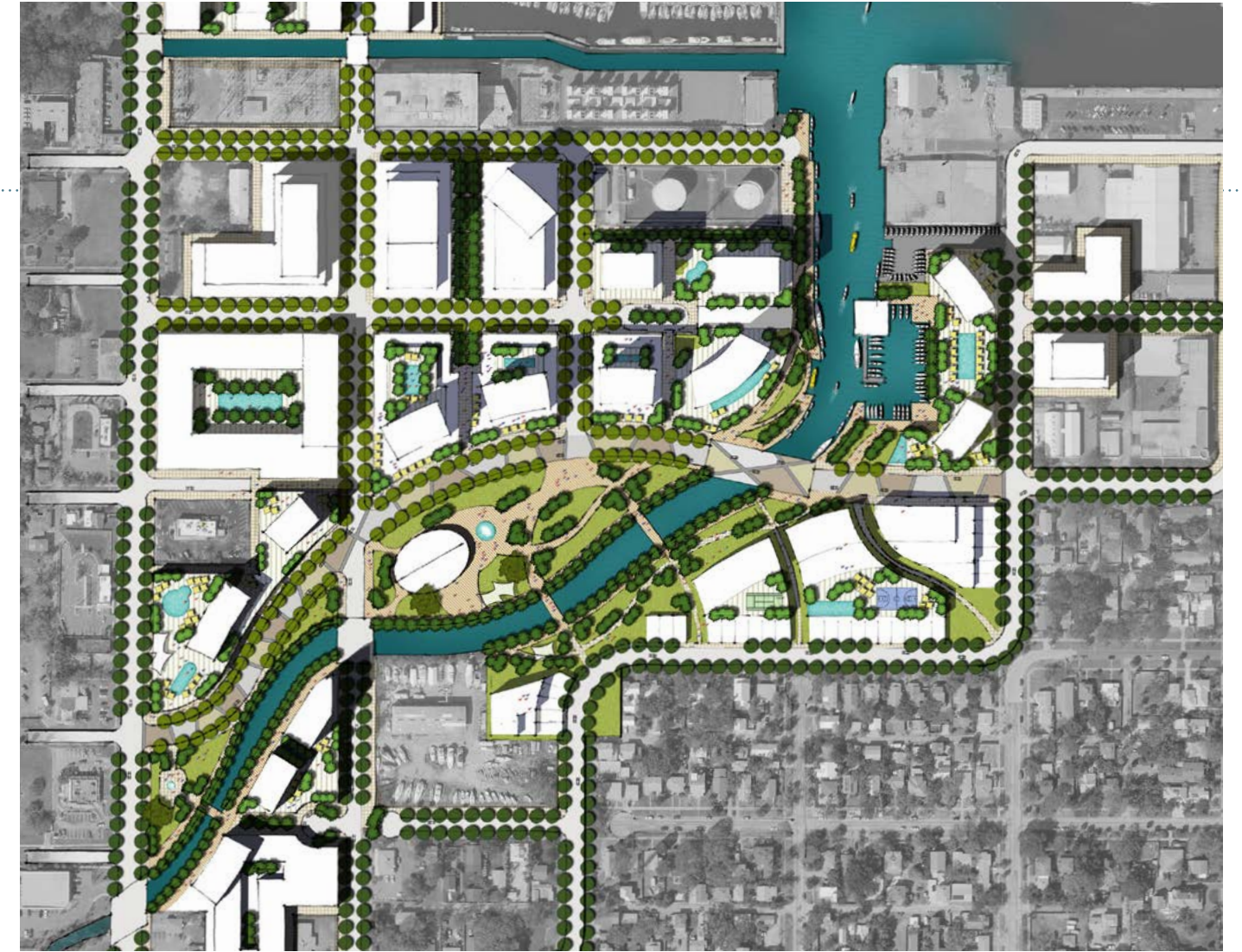


LA GRANGE TOWNCENTER

LAGRANGE, GEORGIA

Taking cues from traditional neighborhood design, the project includes varied housing types, a network of well-connected streets, pedestrian and bike linkages, public green spaces, and amenities such as a mall, museum, schools, office park, and hotel within walking distance of residences. EDSA provided overall project visioning and master planning.

CLIENT SELIG ENTERPRISES, INC.
SCOPE Master Planning



INNOVATION DISTRICT

ST. PETERSBURG, FLORIDA

EDSA provided Form-based Planning/Feasibility Study and Architectural Massing for the 50-acre bayfront land conglomerate. The vision was to create a riverfront mixed use urban lifestyle center addressing today's most crucial issues such as sea level rise and pedestrian and bike connectivity with adjacent residential neighborhoods and with the city core.

CLIENT Royal Palm Companies (RPC)
SCOPE Conceptual Master Planning
SCALE 300 acres



JEFF SUITER PLA, ASLA

PRINCIPAL

RELEVANT EXPERIENCE

17th Street Causeway Bridge, Fort Lauderdale, Florida: Revitalization of the bridge's condition, capacity, and surroundings included new pedestrian areas, parking, bike lanes, and an updated appearance.

Cleveland County Courthouse, Norman, Oklahoma: Re-purposed as a city hub and community destination, the historic site focuses on health, wellness and the pedestrian experience. EDSA led a multidisciplinary team in developing a master plan that addressed the spatial needs of the courthouse, provided parking alternatives and created a gateway between downtown Norman and the surrounding communities.

DC Alexander Park, Fort Lauderdale, Florida: Jeff led a multidisciplinary team in the preparation of concepts and cost estimates in conjunction with the City's goal to enhance the public green space. Elements include an interactive water feature, wind-powered kinetic sail structure, solar-powered shade structure, movie screen, and restrooms.

Delray Beach Revitalization, Delray Beach, Florida: Redevelopment of the recreational corridor addressed accessibility and usability of seaside amenities. Blending the urban fabric with the natural landscape, open spaces are sited along a pedestrian promenade and dunes are arranged inland to reinforce environmental systems. As principal in charge, Jeff led all design and construction administration efforts.

El Mar Drive, Lauderdale-By-The-Sea, Florida: Improvements on El Mar Drive from Palm Ave to Pine Ave, including the sections of Palm Ave & Pine Ave from A1A to El Mar Drive: storm sewer, lighting, sidewalks, and pavement. Jeff is serving as a Principal in Charge.

Fort Lauderdale Streetscapes, Fort Lauderdale, Florida: Jeff served as Project Manager for this \$3 million restoration project that established design guidelines for the streetscapes and thoroughfares of the downtown district.

Las Olas Boulevard Corridor, Fort Lauderdale, Florida: Redefining the beach experience, the design creates strong visual and physical connections to the ocean while prioritizing pedestrian circulation and public gathering spaces. Improvements include streetscape enhancements, multi-modal transportation, and the incorporation of natural and man-made patterns that juxtapose ecological systems and the urban grid. EDSA provided team leadership for all design phases and construction period services.

Lockhart Stadium, Fort Lauderdale, Florida: Redevelopment of this historic stadium provided a home for Major League Soccer's newest expansion team, InterMiami CF. The Public-Private-Partnership intertwines an MLS Stadium, training facility, soccer academy and a high school sports complex on 35 acres. EDSA provided conceptual design through construction administration. Jeff served as Principal In Charge.

BACKGROUND

Through an explorative and collaborative design process, Jeff has a keen ability to visualize the connection between design and construction implementation. He has developed and nurtured numerous client relationships and attributes a great deal of his professional growth to the people and projects with whom he has had an opportunity to work. He finds great reward in seeing how patrons of the world's landscapes positively respond to the spaces he has created. His sensitivity to a project site extends beyond sustainability to include the expression of people. Jeff's experience in land planning, detailed design, and complex construction documentation and observation extends to resort destinations, urban environments, and residential developments.

EDUCATION

Oklahoma State University, Bachelor of Landscape Architecture, 1993

REGISTRATION

Landscape Architect (Florida), #6666932

AFFILIATIONS

American Society of Landscape Architects
Urban Land Institute

AWARDS

2012 Distinguished Landscape Alumni - Oklahoma State University

COMMUNITY INVOLVEMENT

Oklahoma State University, Professional Advisory Council for Landscape Architecture, Vice Chair

Broward County, Public Art & Design Committee, Member



MARC A. HALL PLA, ASLA

ASSOCIATE PRINCIPAL

RELEVANT EXPERIENCE

Bexley Ranch, Land O'Lakes, Florida: With a 13-mile multi-modal trail system that connects open spaces, amenities, neighborhoods, schools and a town center, Bexley maximizes the natural environment by preserving and enhancing existing swales, wetlands and natural floodplain. As Project Manager, Marc set forth logical development patterns in terms of circulation, block structure, street hierarchy, public green space and buildable areas.

Campeche Waterfront, Campeche, Mexico: EDSA to conduct a comprehensive analysis on the waterfront district and created a vision plan for this urban coastal city's future. Taking in to consideration the rich cultural history, Marc worked closely with government representatives to reinforce Campeche's history, culture and character while also offering a new direction towards sustainable growth.

Colon Urban Renewal, Colon, Panama: Catalyzing investment, the city plan includes restoration of underutilized and historically significant properties along the urban core with a design vernacular that pays homage to the land, sea, arts and spirituality of Colon. EDSA's design strategy for revitalization includes streetscape enhancements and infrastructure improvements.

Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, Florida: As Master Landscape Architect, EDSA enhanced this major transportation hub by increasing overall aesthetics with an innovative landscape design associated with the \$1 billion expansion.

Metropica, Sunrise, Florida: Employing new urbanism concepts to create a pedestrian and eco-friendly environment, the \$1 billion project houses world-class residential, commercial and public green spaces. EDSA provided full design services for the residential component.

Riviera Beach Redevelopment, Riviera Beach, Florida: Part of a multi-disciplinary team, EDSA developed a master plan for \$1 billion in improvements including a working waterfront, marina-related commercial, a major park, and streetscape improvements as well as residential, commercial and hotel development.

SoLē Mia Miami, North Miami, Florida: The former landfill has been completely re-mediated and redeveloped with 4,390 residential units and a town center that includes a mix of retail, office, hospitality and community clubs. Marc was intricately involved in creating the overall master plan and detailed of the residential components.

Southgate Towers, Miami Beach, Florida: Consisting of 551 units in two towers, this urban parcel underwent redevelopment of its main structures with the addition of a new outdoor spaces. Incorporating the picturesque backdrop, EDSA worked closely with the City to implement a public baywalk along the seawall for future connections to adjacent properties.

BACKGROUND

Marc combines real-world needs with state-of-the-art planning practices. His multifaceted experience has yielded an all-encompassing approach that efficiently provides for functional open spaces with an emphasis on connectivity, community and conservation. His strong sense of programming results in pedestrian-friendly, multi-functional design that skillfully incorporates diversity in use and user, remains human-scaled and showcases a respect for natural systems. With a refined application of proportion and pattern, his flexible designs address density changes and adaptive reuse while balancing the very real concerns of cost, livability, and aesthetics.

EDUCATION

Michigan State University, Bachelor of Landscape Architecture, 1990

REGISTRATION

Landscape Architect (Florida), #1738
CLARB Certified #41015

AFFILIATIONS

American Society of Landscape Architects

PRESENTATIONS/LECTURES

American Society of Landscape Architects, Hand Drawn Graphics Workshop

University of Georgia, Hand Drawn Graphics Workshop

University of Tennessee, Hand Drawn Graphics Workshop

Michigan State University, Hand Drawn Graphics Workshop

Cornell University, Hand Drawn Graphics Workshop



KONA GRAY FASLA, PLA

PRINCIPAL

RELEVANT EXPERIENCE

Blueways Master Plan, Miami Beach, Florida: Through analysis, community outreach and master planning efforts, EDSA identified opportunities to maximize utilization of the waterways and associated upland areas with a mixture of compatible functions that both activate and celebrate the waterfront.

Gainesville CRA Master Plan, Gainesville, Florida: EDSA was commissioned by GCRA to reevaluate the former Redevelopment Plan for each of the four areas and consolidate into a single Reinvestment Plan that will guide the work of the agency for the next ten years. As leader of this tremendous effort, EDSA collaborated with GCRA through intensive public process involving community workshops, stakeholder meetings, surveys, and other outreach.

Savannah Historic Streetscapes, Savannah, Georgia: As a part of a larger downtown revitalization initiative, EDSA created a streetscape plan for the City's most storied thoroughfares. The concept is centered on increasing pedestrian, ADA and bicycle safety as well as vehicular functionality, smart transportation design and historic preservation. Features include widened sidewalks, bike racks and lanes, medians, bioswales and street plantings.

City of La Puente, La Puente, California: Aided by community outreach and consensus building, EDSA examined the City's park and recreation facilities for opportunities. The updated master plan established strong gateways and connections to surrounding residential neighborhoods and created a series of programmed spaces for active and passive uses such as recreation based amenities.

Coral Springs Municipal Complex, Coral Springs, Florida: The public complex has a system of promenades and plazas that form cohesive connections between buildings and roadways. A series of open spaces, sculptures and water features accentuate entry ways while lighting, hardscape and site furnishings create pedestrian continuity. EDSA provided master planning through construction administration.

Dania Beach Waterfront Revitalization, Dania Beach, Florida: Kona worked with the City to develop a waterfront rehabilitation plan. As Principal-In-Charge, he directed conceptual architecture, landscape design, development regulations reviews and public outreach, as well as economic evaluation of opportunities and implementation strategies.

City of Lauderhill Central CRA Master Plan, Lauderhill, Florida: EDSA performed an inventory analysis and held public meetings to develop a purposeful CRA master plan. The resulting design created a cohesive community identity with development districts, established catalyst projects and identified potential funding sources for redevelopment.

BACKGROUND

Strong leadership and a sense of purpose are part of Kona's DNA. Having practiced in 30+ countries, his global management sense has positively shaped the outcomes of many award-winning assignments. He successfully integrates creativity and regional resources into functional environments that invigorate the imagination. With an uncompromising dedication to quality, Kona creates welcoming public places that bring a strong sense of vitality back to neighborhoods. Blending sensitivity with innovative design solutions, he unites a client's vision with his own vanguard designs to produce programs with purpose and presence.

EDUCATION

University of Georgia, Bachelor of Landscape Architecture, 1997

Savannah College of Art and Design, 1994

Boston Architectural Center, 1992

REGISTRATION

Landscape Architect (FL) #6666950; (GA) #001789; (VA) #406001878; (AR), #9215
CLARB Certified #43648

AFFILIATIONS

American Society of Landscape Architects, Vice President of Professional Practice

Landscape Architecture Foundation, Past President

Nova Southeastern University, Huizenga School of Business, Advisory Board Member

Society for College and University Planning, Member

Florida A&M University School of Landscape Architecture, Advisory Committee

Urban Land Institute SE Florida and Caribbean, Advisory Council Member



ALEXANDER FENECH PLA, ASLA

SENIOR ASSOCIATE

RELEVANT EXPERIENCE

1010 Water Street, Tampa, Florida: With a focus on creating an environment that promotes opportunities for social interaction between residents, 481 units share access to a curated collection of amenity spaces that have been thoughtfully designed to cater to a dynamic lifestyle. EDSA provided design documentation for street level landscape, hardscape and lighting within the property footprint.

Delray Beach Revitalization, Delray Beach, Florida: Redevelopment of the recreational corridor addressed accessibility and usability of seaside amenities. Blending the urban fabric with the natural landscape, open spaces are sited along a pedestrian promenade and dunes are arranged inland to reinforce the environmental system. As project manager, Alex was intricately involved in all aspects of design and construction administration.

El Mar Drive, Lauderdale-By-The-Sea, Florida: Improvements on El Mar Drive from Palm Ave to Pine Ave, including the sections of Palm Ave & Pine Ave from A1A to El Mar Drive: storm sewer, lighting, sidewalks, and pavement. Alex is serving as a Project Manager.

Kingston Redevelopment Plan, Kingston, Jamaica: As part of a multi-disciplinary team, EDSA is aiding the Jamaican government with redevelopment efforts. The master plan includes downtown Kingston, facilities for the Houses of Parliament, a government campus, cruise ship pier, residential housing, and commercial infrastructure. Alex aided in the development of a master plan.

Lockhart Stadium, Fort Lauderdale, Florida: Redevelopment of this historic stadium provided a home for Major League Soccer's newest expansion team, InterMiami CF. The Public-Private-Partnership intertwines an MLS Stadium, training facility, soccer academy and a high school sports complex on 35 acres. EDSA provided conceptual design through construction administration. Alex is the Project Manager.

Maryam Island, Sharjah, United Arab Emirates: The 38-hectare development consists of a unique mixed-use residential, retail, hospitality and leisure offerings that prove commercially feasible and desirable. Adding a visual amenity to the community, the landscape and public realm design extends and connects with an extensive canal system for a vibrant and integrated lifestyle. As Project Manager, Alex led, conceptual design, detailed design and tendering assistance through project completion.

Paseo Del Norte, Panama City Panama: EDSA developed site plans for a 70-hectare expansion including detailed design of the primary entrance statement, boulevard and pedestrian feature treatments, residential community, signature central park and surrounding mixed-use district.

BACKGROUND

Possessing an appetite for complex problem solving, Alex synthesizes conceptual ideas and practical design solutions with creative programming and natural systems integration. He approaches every assignment with a holistic sense of awareness, incorporating details that amplify the users' experience and their emotional connection to a space. Talented at understanding and appreciating site dynamics, project scale, and constructibility, Alex has witnessed the realization of his design intent in built form. Maintaining clients' objectives and project parameters, he continuously strives for excellence in design and process.

EDUCATION

Michigan State University, Bachelor of Landscape Architecture, 2011

REGISTRATION

Landscape Architect (Florida), #6667284

CLARB Certified

National Playground Safety Institute, Certified Playground Safety Inspector

AFFILIATIONS

American Society of Landscape Architects, Florida Chapter, President-Elect

American Society of Landscape Architects, Florida Chapter Executive Committee.



SHANNON KENYON

ASSOCIATE

RELEVANT EXPERIENCE

Brightline | Virgin Trains: Aboard Florida, Palm Beach, Broward, Miami-Dade Counties, Florida: By weaving transit facilities into the community fabric, the design offers a mix of active and passive uses, civic features and a welcoming public realm. EDSA provided master planning for the rail corridor and detailed design of the Miami, West Palm Beach and Fort Lauderdale stations.

Bristol Towers, West Palm Beach, Florida: Redefining urban living, the site plan contributes to indoor/outdoor fluidity. Modern hardscape, tailored landscapes and streamlined water features provide visual interest and human scale among terraces, gardens and a waterfront promenade. EDSA provided site planning and design detailing.

John Knox Village, Pompano Beach, Florida: EDSA provided master planning, detailed design and construction period services for enhanced amenities and living alternatives that changed perceptions of continuing care communities. The design incorporated botanical gardens, an aquatic center, residence club, innovation center, pools, putting greens and walking trails into ageless well-being offerings.

Las Olas Corridor Improvements, Fort Lauderdale, Florida: The design creates visual and physical connections to the beach while prioritizing pedestrian circulation and establishing public spaces. EDSA is responsible for team leadership, overall design and construction period services for the road realignment as well as redevelopment of Oceanside Park, the Intracoastal promenade and Channel Square Canal.

Pompano Beach Fishing Village | Pier Redevelopment, Pompano Beach, Florida: Spanning more than six oceanfront acres, the 48,000-square-foot retail space includes a unique pedestrian promenade that links the pier to the Intracoastal Waterway. Shannon was intricately involved in site planning, detailed design and construction documentation.

Vidifi Gia Lam, Hanoi, Vietnam: As a center of transport and infrastructure, the urban environment retains green corridors within and among commercial and residential offerings. Four distinct gardens zones provide for passive and active uses with formal and informal pathways, promenades and landscape palettes that define their intent. EDSA provided conceptual and schematic design.

VinHomes Central Park, Ho Chi Minh, Vietnam: The 25-acre reclaimed waterfront park features iconic bridges, expansive lawns, riverfront gardens, versatile plazas, restaurants, a marina, beach, sports courts, and promenade. EDSA provided conceptual design, detailed design, and construction observation services for this fast paced project.

BACKGROUND

Inspired by childhood memories of nature's innate beauty, Shannon's unique integration of natural surroundings, artistic elements and human interface effect her design choices in establishing a memorable user experience of both public and private space. From conceptual planning through construction documentation, she focuses on the integrity and details of design in order to create places with purpose. Melding the confluences of aesthetics, technology and ecology, Shannon takes great pride in her role as a steward of the land and landscape architect.

EDUCATION

Pennsylvania State University, Bachelor of Landscape Architecture, 2016



KRISTEN HOOVER ASLA

ASSOCIATE

RELEVANT EXPERIENCE

All Aboard Florida, Palm Beach, Broward, Miami-Dade Counties, Florida: Transforming intercity travel, this service will be the first privately-owned and operated passenger rail system in the United States. EDSA's design reinforces a sense of place with a mix of active and passive uses, civic features, and public art – creating a dynamic environment that weaves transit facilities into the community fabric. EDSA is providing full services for the Miami, Fort Lauderdale, and West Palm Beach stations.

Al Waseel, Riyadh, Saudi Arabia: The fully integrated community has a broad mix of residential, civic and commercial uses. Establishing a pedestrian-friendly environment, EDSA provided schematic and design development services that addressed all public space including road systems, linear parks, pocket gardens and treatment of escarpment areas surrounding the wadis.

Da Nang Ocean Resort & Villas, Da Nang, Vietnam: The destination features 133 luxury villas arranged around four lakes. A sense of pedestrian scale is achieved with unique paving patterns, lush gardens, ornamental landscapes and signature water features. EDSA provided detailed design for the villas, clubhouses, site amenities and area programs for building footprints.

Port Ba Son, Ho Chi Minh City, Vietnam: Transforming historic Ho Chi Minh, this reclaimed riverfront master plan effectively utilizes the site's waterfront location, and close proximity to city offerings and transportation network to create an active and vibrant destination for commerce, recreation, education, culture, entertainment, and luxury living. Amenities include multi-family residences, parks, plazas, retail, schools, and two waterfront promenades. EDSA provided master planning for Phase A.

Vinhomes Central Park, Ho Chi Minh, Vietnam: An oasis within the highly dense urban fabric, this 25-acre reclaimed waterfront park features iconic bridges, expansive lawns and meadows, riverfront gardens, versatile plazas, restaurants, a marina, beach, sports courts, and promenade. Amenities are connected by a multi-use trail while overhead breezeways link the park to an expanded residential area. EDSA provided conceptual design, detailed design, and construction observation services for this fast paced project.

Vinhomes Central Park - Expanded Residential, Ho Chi Minh, Vietnam: Connected by a breezeway to VinHomes Central Park, the expanded residential area includes thirteen high-rise residential buildings with ground floor retail, two schools (primary and secondary), and a medical complex. EDSA designed a variety of retail promenades, streetscapes, pools, courtyards, playgrounds, and recreational spaces for residents to live, work, shop, and play. EDSA is providing conceptual design, detailed design, and construction observation services.

BACKGROUND

Prior to joining EDSA in 2013, Kristen worked for a multidisciplinary firm in the landscape architecture and planning division. Her passion for travel, ecology, art and culture has led her to work on a variety of projects where design and placemaking play a crucial role. Kristen has focused on creating memorable experiences that engage people with their surroundings, enhance communities and the environment throughout each project she has worked on. Kristen has contributed to a wide range of projects from hotels, condos and resorts, to community planning and urban development, on both a local and global scale. She has worked on a variety of design levels from conceptual, schematic and design development to construction documents and construction administrative services.

EDUCATION

Florida International University, Master of Landscape Architecture, 2012

AFFILIATIONS

American Society of Landscape Architects

COMMUNITY OUTREACH

Fort Lauderdale Community Development Corporation - Martin Luther King Jr. Day of Service Community Beautification Project, 2018
United Way

OFFICE LOCATION

LOCAL BUSINESS



The team assembled for the City of Pompano Beach Continuing Contract for Landscape Architectural Services is based in our Headquarters located in Fort Lauderdale, Florida.

Our Fort Lauderdale office is fueled by the talents of a worldwide team that includes approximately 70 planners, landscape architects, and 19 support personnel, plus the leadership of 20 Principals,

Though distance separates the physical locations, the EDSA spirit is firmly united in a passion for results. Our decades in the field have given us the insight of multiple development cycles across the globe. We connect seamlessly between offices and make it a point to understand the businesses in which our clients are engaged, regardless of where they are located. This understanding enables the firm to explore planning and design alternatives that are based on sound economic decisions and value creation.



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Shanghai
 Suite C&D, 3rd Floor, #709, Jiaozhou Road,
 Jing'an District, Shanghai 200040 China
 +86 (21) 6333-9833

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

Solicitation Number & Title: T-25-20 Continuing Contracts for Landscape Architectural Services Prime Contractor's Name: EDSA, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
EDSA, Inc.	Jeffrey R. Suiter 954-524-3330	Landscape architecture, Urban Design, Planning	TBD

LOCAL BUSINESS EXHIBIT "A"

LITIGATION

EDSA has no outstanding litigation nor has been involved in any litigation during the last five years.

CITY FORMS

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

PROPOSER INFORMATION PAGE

RFP T-25-20, Continuing Contracts 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) Jeffrey R. Suiter Title Principal
 Company (Legal Registered) EDSA, Inc.
 Federal Tax Identification Number 59-1265229
 Address 1512 East Broward Boulevard, Suite 110
 City/State/Zip Fort Lauderdale, Florida 33301
 Telephone No. 954-524-3330 Fax No. 954-524-0177
 Email Address jsuiter@edsaplan.com

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

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# 59-1265229

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Jeffrey R. Suiter</u>	<u>27</u>	<small>* Please refer to resumes</small>
Project Manager	<u>Alexander Fenech</u>	<u>9</u>	<small>* Please refer to resumes</small>
Project Manager	<u>Kristen Hoover</u>	<u>8</u>	<small>* Please refer to resumes</small>
Asst. Project Manager	<u>Shannon Kenyon</u>	<u>4</u>	<small>* Please refer to resumes</small>
Other Key Member	<u>Marc A. Hall</u>	<u>30</u>	<small>* Please refer to resumes</small>
Other Key Member	<u>Kona Gray</u>	<u>23</u>	<small>* Please refer to resumes</small>

SUB-

CONSULTANT Role

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

(use attachments if necessary)

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

Solicitation Number & Title: T-25-20 Continuing Contracts for Landscape Architectural Services Prime Contractor's Name: EDSA, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
EDSA, Inc.	Jeffrey R. Suiter 954-524-3330	Landscape architecture, Urban Design, Planning	TBD

LOCAL BUSINESS EXHIBIT "A"

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

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

And/Or

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

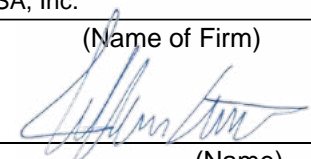
Or

____ My firm does not qualify as a Tier 2 Vendor.

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

08/24/2020
(Date)

EDSA, Inc.
(Name of Firm)

BY: 
(Name)

REVIEWED AND AUDITED FINANCIAL STATEMENTS

CONTINUING CONTRACT FOR
LANDSCAPE ARCHITECTURAL SERVICES
T-25-20

EDSA, Inc. & Subsidiary

Consolidated Financial Statements
December 31, 2019 and 2018

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

EDSA, Inc.
Ft. Lauderdale, Florida

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

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

Accountant's Conclusion

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

Kaufman, Rossin & Co., P.A.

April 21, 2020
Miami, Florida

EDSA, INC. & SUBSIDIARY CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2019 AND 2018

ASSETS	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,234,134	\$ 2,433,802
Accounts receivable, net of allowance for doubtful accounts of \$1,005,689 and \$800,000, respectively	6,041,578	5,719,389
Contract assets	1,372,910	698,668
Retainage receivable	553,073	80,537
Prepaid expenses and other current assets (Note 5)	583,394	534,120
Refundable income taxes	30,076	68,132
Total current assets	10,815,165	9,534,648
PROPERTY AND EQUIPMENT, NET (NOTE 2)	1,443,729	1,430,802
INVESTMENTS (NOTES 3 AND 4)	171,281	141,531
DEFERRED INCOME TAX ASSET (NOTE 9)	689,000	529,000
OTHER ASSETS	406,033	353,949
	\$ 13,525,208	\$ 11,989,930
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 4,953,302	\$ 2,255,174
Income taxes payable (Note 9)	34,710	-
Current portion of long-term obligations (Note 7)	278,887	126,800
Deferred compensation, current (Note 8)	5,546	102,818
Shares subject to mandatory redemption, current (Note 11)	268,688	329,220
Total current liabilities	5,541,133	2,814,012
LONG-TERM OBLIGATIONS (NOTE 7)	290,613	142,733
DEFERRED COMPENSATION, LONG-TERM (NOTE 8)	17,997	22,840
SHARES SUBJECT TO MANDATORY REDEMPTION, LONG-TERM (NOTE 11)	694,177	1,048,064
DEFERRED RENT	730,419	719,005
COMMITMENTS AND CONTINGENCIES (NOTE 10)		
STOCKHOLDERS' EQUITY	6,250,869	7,243,276
	\$ 13,525,208	\$ 11,989,930

See accompanying notes and independent accountants' review report.



EDSA, INC. & SUBSIDIARYCONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
REVENUE	\$ 32,934,658	\$ 29,480,516
COST OF REVENUE	17,733,321	13,456,558
GROSS MARGIN	15,201,337	16,023,958
OPERATING EXPENSES	15,766,783	15,254,073
INCOME (LOSS) FROM OPERATIONS	(565,446)	769,885
OTHER INCOME (EXPENSES)		
Interest income	3,001	6,457
Dividend income	6,825	4,497
Interest expense (Notes 7 and 8)	(36,248)	(72,469)
Other, net	(65,345)	67,188
Total other income (expenses)	(91,767)	5,673
INCOME (LOSS) BEFORE INCOME TAXES	(657,213)	775,558
PROVISION FOR INCOME TAXES (NOTE 9)	(467,503)	(103,935)
NET INCOME (LOSS)	(1,124,716)	671,623
OTHER COMPREHENSIVE LOSS		
Unrealized loss on investment	-	(18,407)
Tax impact of other comprehensive loss	-	(6,939)
Total other comprehensive loss	-	(25,346)
TOTAL COMPREHENSIVE INCOME (LOSS)	\$(1,124,716)	\$ 646,277

EDSA, INC. & SUBSIDIARYCONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 2019 AND 2018

	Class C Common Stock (Note 11)		Additional paid-in capital	Accumulated other comprehensive loss	Retained earnings	Total
	Number of shares	Amount				
Balances - December 31, 2017	263,611	\$ 26,361	\$ 428,671	\$(136,927)	\$ 7,343,479	\$ 7,661,584
Issuance of Class C common stock (Note 11)	4,268	427	95,908	-	-	96,335
Stock-based compensation (Note 11)	4,041	404	134,646	-	-	135,050
Redemption of Class C common stock (Note 11)	(38,508)	(3,851)	(659,225)	-	(632,894)	(1,295,970)
Other comprehensive loss	-	-	-	(25,346)	-	(25,346)
Net income	-	-	-	-	671,623	671,623
Balances - December 31, 2018	233,412	23,341	-	(162,273)	7,382,208	7,243,276
Cumulative effect from adoption of ASU 2016-01	-	-	-	162,273	(162,273)	-
Issuance of Class C common stock (Note 11)	1,901	190	49,787	-	-	49,977
Stock-based compensation (Note 11)	3,847	385	133,837	-	-	134,222
Redemption of Class C common stock (Note 11)	-	-	(51,890)	-	-	(51,890)
Net loss	-	-	-	-	(1,124,716)	(1,124,716)
Balances - December 31, 2019	239,160	\$ 23,916	\$ 131,734	\$ -	\$ 6,095,219	\$ 6,250,869

See accompanying notes and independent accountants' review report.

See accompanying notes and independent accountants' review report.

EDSA, INC. & SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	\$(1,124,716)	\$ 671,623
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	526,074	604,976
Bad debt expense	380,716	1,011,660
Loss on disposal of property and equipment	-	519
Deferred income taxes	(160,000)	(54,939)
Change in cash surrender value of life insurance	(33,445)	69,276
Unrealized (gain) loss on investments	(29,750)	12,771
Stock-based compensation	134,222	135,050
Deferred compensation, including interest	(133,740)	1,352,321
Changes in operating assets and liabilities:		
Accounts receivable	(702,905)	(886,190)
Contract assets	(674,242)	(277,573)
Retainage receivable	(472,536)	(80,537)
Prepaid expenses and other current assets	(21,847)	(46,975)
Refundable income taxes	38,056	(44,393)
Other assets	(18,639)	19,214
Accounts payable and accrued liabilities	2,698,128	(257,976)
Income taxes payable	34,710	(78,947)
Deferred compensation	(191,184)	(1,047,223)
Deferred rent	11,414	36,807
Total adjustments	1,385,032	467,841
Net cash provided by operating activities	260,316	1,139,464
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(158,719)	(195,383)
Repayments from related parties	180,000	402,620
Loans to related parties	(207,427)	(208,061)
Net cash used in investing activities	(186,146)	(824)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of Class C common stock	49,977	96,335
Redemption of Class C common stock	(51,890)	(1,295,970)
Repayments on long-term obligations	(271,925)	(374,305)
Net cash used in financing activities	(273,838)	(1,573,940)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(199,668)	(435,300)
CASH AND CASH EQUIVALENTS - BEGINNING	2,433,802	2,869,102
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 2,234,134	\$ 2,433,802

See accompanying notes and independent accountants' review report.

EDSA, INC. & SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
YEARS ENDED DECEMBER 31, 2019 and 2018

	2019	2018
Supplemental Disclosure of Cash Flow Information:		
Interest paid	\$ 25,232	\$ 71,768
Income taxes paid	\$ -	\$ -

Supplemental Disclosure for Noncash Financing and Investing Activities:

During 2019, the Company entered into \$380,282 of capital lease obligations for the acquisition of software and equipment.

During 2018, the Company entered into \$106,531 of capital lease obligations for the acquisition of software and equipment.

See accompanying notes and independent accountants' review report.

EDSA, INC. & SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*****Basis of Consolidation***

The consolidated financial statements include the accounts of EDSA, Inc., ("EDSA") and its wholly-owned subsidiary, EDSA Design Consulting (Shanghai) Co., Ltd, ("Shanghai"), collectively referred to as the Company. All significant intercompany accounts and transactions have been eliminated upon consolidation.

Business Activity

The Company performs planning and landscape architectural design services. The Company's clients, located throughout the world, are primarily developers of construction projects involving recreational, residential, industrial, commercial, civic and governmental facilities.

The Company operates in foreign countries and may be subject to political, governmental, security and currency risks that may have a material effect on the financial condition and operations of the Company.

Revenue Recognition

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers, and collectively with its subsequent amendments, Accounting Standards Codification Topic 606, which is effective for annual reporting periods beginning on or after January 1, 2019. Under the new standard, revenue is recognized when an entity satisfies a performance obligation by transferring control of a promised good or service to a customer in an amount that reflects the consideration to which the entity expects to be entitled for that good or services. The Company adopted the new standard on January 1, 2019 using the modified retrospective approach, which requires the Company to apply the new revenue standard to (i) all new revenue contracts entered into after January 1, 2019 and (ii) all existing revenue contracts as of January 1, 2019 through a cumulative adjustment to equity. The adoption of ASC 606 resulted in no material effect on the Company's 2019 financial statements.

The Company generates revenue from contracts in which services are typically provided over time. Revenue is measured based on the consideration the Company expects to be entitled to in exchange for providing services. While providing services, the Company incurs certain direct costs for subconsultants, subcontractors, and other expenses that are recoverable directly from clients. The recoverable amounts of these direct costs are included in the Company's gross revenue.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company's contracts include a single performance obligation. The Company transfers control of the services it provides to clients over time and therefore recognizes revenue as the services are performed. Revenue from contracts is recognized using the input method (cost-to-cost) based on the professional knowledge and experience of the Company's project managers and financial professionals, as it has been determined that the input method based on costs incurred best depicts the measurement of progress towards satisfaction of the performance obligations.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

The Company may, during the course of its operations, maintain account balances with financial and brokerage institutions in excess of federally insured limits.

Accounts Receivable, Retainage Receivable and Contract Assets

Accounts receivable are uncollateralized customer obligations due under normal trade terms and include amounts invoiced to customers based on contracted amounts and upon achieving certain milestones. Retainage receivable generally represents 10 percent of the contract value. Contract assets consist of amounts billable under the Company's contracts for costs incurred that have not yet been invoiced as of the reporting date and are typically invoiced within one to two months of the reporting date.

The carrying amount of accounts receivable is reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. Customer account balances with invoices dated over 45 days are considered past due and those with invoices dated over 60 days are placed in delinquency status. Undisputed balances due and unpaid may bear interest commencing 30 days after payment is due at a rate of 0.5% per month. Work may be discontinued for customers in delinquency status with invoices dated over 120 days unless management approves a continuation. Generally, receivables are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

The allowance for doubtful accounts is an estimate which is established through charges to earnings. Accounts which are determined to be uncollectible are charged against the allowance. Management's judgment in determining the adequacy of the allowance is based upon several factors which include, but are not limited to, analysis of delinquent accounts, the nature and volume of the accounts, the payment histories of the accounts and management's judgment with respect to current economic conditions. Based on these factors, it is reasonably possible the Company's estimate of the allowance for doubtful accounts could change in the near term.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)***Investments***

Prior to January 1, 2019, changes in fair value of equity security investments were reflected as an item of other comprehensive income (loss). Effective January 1, 2019, the Company adopted Accounting Standards Update ("ASU") 2016-01, and accordingly, investments in equity securities are accounted for at fair value with changes in fair value recognized in net income and the cumulative accumulated other comprehensive loss on equity security investments was reclassified to retained earnings.

Related Party Receivables

Related party receivables are uncollateralized related party obligations due under normal trade terms. The carrying amount of related party receivables may be reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all receivable balances and based on assessment of current credit worthiness, estimates the portion, if any, of the balance that will not be collected. As management believes that the items are fully collectable and are therefore stated at net realizable value at December 31, 2019 and 2018, management has not recorded an allowance for doubtful accounts.

Concentrations of Credit Risk

At December 31, 2019, customers in the United States of America and Saudi Arabia accounted for approximately 31% and 22%, respectively, of accounts receivable. During the year ended December 31, 2019 revenues earned in the United States of America and Saudi Arabia accounted for 31% and 26%, respectively, of total gross revenues. One customer accounted for 20% of receivables at December 31, 2019 and 23% of revenues during the year ended December 31, 2019.

During the year ended December 31, 2018, revenues earned in the United States of America and China accounted for 36% and 18%, respectively, of total gross revenues. At December 31, 2018, customers in the United States of America and China accounted for approximately 30% and 18% of accounts receivable, respectively.

Property and Equipment

Property and equipment is recorded at cost. Expenditures for major improvements and additions are charged to the asset accounts while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are charged to expense currently.

Depreciation and Amortization

Depreciation of property and equipment is determined utilizing the straight-line method at various rates based on the estimated useful lives of the assets, which range from five to ten years. Amortization of leasehold improvements is determined utilizing the straight-line method over the shorter of the life of the asset or the term of the lease, which ranges from five to ten years.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)***Fair Value Measurements***

Fair value is defined as the price that the Company would receive to sell an investment or pay to transfer a liability in a timely transaction with an independent counter-party in the principal market or in the absence of a principal market, the most advantageous market for the investment or liability. Fair value measurement establishes a three-tier hierarchy to distinguish between (1) inputs that reflect the assumptions market participants would use in pricing an asset or liability developed based on market data obtained from sources independent of the reporting entity (observable inputs) and (2) inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing an asset or liability developed based on the best information available in the circumstances (unobservable inputs) and to establish classification of fair value measurements for disclosure purposes. Various inputs are used in determining the value of the Company's investments. The inputs are summarized in the three broad levels listed below.

Level 1 - Quoted prices in active markets for identical assets and liabilities

Level 2 - Other observable inputs, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities

The following is a description of the valuation methodologies used for instruments measured at fair value, as well as the general classification of such instruments pursuant to the valuation hierarchy:

Equity Securities

Securities and other investments traded on a national exchange are valued at their last reported sales price, or, if there have been no sales on that date, at the closing "bid" price if long, or closing "ask" price if short. The Company's equity securities are generally categorized as Level 1 of the fair value hierarchy.

Cash Surrender Value of Life Insurance

The Company has purchased insurance on the lives of certain key executive officers. As beneficiary, the Company receives the cash surrender value if the policy is terminated and, upon death of the insured, receives all benefits payable. Cash surrender value of life insurance was \$314,328 and \$280,883, respectively, as of December 31, 2019 and 2018, and is included as a component of other assets in the accompanying consolidated balance sheets.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)***Assets Held Under Capital Leases***

The Company is the lessee of equipment under various capital leases expiring through 2022. The assets and corresponding obligations under capital leases are initially recorded at the present value of future minimum lease payments. The assets are amortized over their estimated useful lives, typically five years.

Deferred Rent

The Company records monthly rent expense equal to the total of the payments due over the lease term, divided by the number of months of the initial lease term. The difference between the rent expense recorded and the amount paid is recorded as deferred rent in the accompanying consolidated balance sheets.

Income Taxes

The Company accounts for income taxes under the liability method whereby deferred tax assets and liabilities are provided for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

Deferred tax assets, net of a valuation allowance, are recorded when management believes it is more likely than not that the tax benefits will be realized. Realization of the deferred tax assets is dependent upon generating sufficient taxable income in the future. The amount of deferred tax asset considered realizable could change in the near term if estimates of future taxable income are modified.

The Company assesses its tax positions in accordance with "Accounting for Uncertainties in Income Taxes" as prescribed by the Accounting Standards Codification, which provides guidance for financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in a tax return for open tax years (generally a period of three years from the later of each return's due date or the date filed) that remain subject to examination by the Company's major tax jurisdictions.

The Company assesses its tax positions and determines whether it has any material unrecognized liabilities for uncertain tax positions. The Company records these liabilities to the extent it deems them more likely than not to be incurred. Interest and penalties related to uncertain tax positions, if any, would be classified as a component of income tax expense.

The Company believes that it does not have any significant uncertain tax positions requiring recognition or measurement in the accompanying financial statements.

Advertising Costs

Advertising costs, amounting to approximately \$200,000 and \$185,000 in 2019 and 2018, respectively, are charged to operations as incurred and are included in operating expenses.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)***Foreign Currency Translation***

The functional currency of the Company is the U.S. dollar, while the functional currency of the Company's foreign subsidiary is its local currency, the Chinese Yuan. The financial statement effects of the Company having recorded gains or losses on foreign currency translations as a component of earnings instead of as an element of other comprehensive income (loss) are not material to the accompanying consolidated financial statements.

Use of Estimates in the Preparation of Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses for the years presented. Actual results could differ from those estimates.

Reclassifications

Certain amounts in the 2018 consolidated financial statements have been reclassified to conform with 2019 presentation.

NOTE 2. PROPERTY AND EQUIPMENT

Property and equipment at December 31st consisted of the following:

	2019	2018
Computer equipment	\$ 2,394,012	\$ 2,196,992
Furniture and equipment	583,690	567,392
Leasehold improvements	789,583	759,128
Software	715,532	621,956
Transportation equipment	27,910	27,910
	<u>4,510,727</u>	<u>4,173,378</u>
Less: accumulated depreciation and amortization	(3,066,998)	(2,742,576)
	<u>\$ 1,443,729</u>	<u>\$ 1,430,802</u>

Included in computer equipment at December 31, 2019 and 2018 is \$714,568 and \$608,024, respectively, of assets held under capital leases. Accumulated depreciation and amortization at December 31, 2019 and 2018 includes \$165,522 and \$214,188, respectively, related to assets held under capital leases.

Depreciation and amortization expense amounted to \$526,074 and \$604,976, respectively, for the years ended December 31, 2019 and 2018, including \$96,108 in 2019 and \$79,848 in 2018 for assets held under these capital leases.

NOTE 3. INVESTMENTS

The Company has an investment in a public company consisting of 798,967 shares of restricted common stock with a cost of \$210,000, categorized as a level 3 investment in the fair value hierarchy. The investment has a fair value of approximately \$10,000 at both December 31, 2019 and 2018.

The Company also holds investments in common stock of publicly traded insurance companies, amounting to \$161,565 and \$131,815 at December 31, 2019 and 2018, respectively. During 2019 and 2018, unrealized gains (losses) related to these investments stock amounted to \$29,750 and \$(12,771), respectively, and are included as a component of other income in the accompanying consolidated statements of operations and comprehensive income (loss).

NOTE 4. FAIR VALUE MEASUREMENT

The following table presents information about the Company's assets measured at fair value on a recurring basis as of December 31st:

ASSETS, at fair value as of December 31, 2019	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
	Investment in restricted public company shares	\$ -	\$ -	
Investment in equities	161,565	-	-	161,565
	\$ 161,565	\$ -	\$ 9,716	\$ 171,281

ASSETS, at fair value as of December 31, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
	Investment in restricted public company shares	\$ -	\$ -	
Investment in equities	131,815	-	-	131,815
	\$ 131,815	\$ -	\$ 9,716	\$ 141,531

NOTE 5. RELATED PARTY TRANSACTIONS**Loans Receivable**

During 2017, the Company entered into short-term loans with an entity related by virtue of common ownership, for an aggregate of \$15,000, interest at 6%. The loans are uncollateralized and due on demand including accrued interest thereon, and are included as a component of prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Management and Administrative Services

The Company provides management and administrative services to an entity related by virtue of common ownership. During 2019 and 2018, the Company earned \$186,270 and \$172,675, respectively, for these services of which \$79,945 and \$58,675 is due as of December 31, 2019 and 2018, respectively, and is included as a component of prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Interest income earned from related party transactions amounted to approximately \$1,600 and \$4,600 for the years ended December 31, 2019 and 2018, respectively.

NOTE 6. LINE OF CREDIT

The Company has a revolving line of credit, expiring November 17, 2020, with maximum borrowings not to exceed \$2,000,000, based on eligible accounts receivable. Interest, payable monthly, is based on the one-month London Interbank Offered Rate (LIBOR) rate plus 2.75% (4.45% at December 31, 2019). The line is collateralized by a first lien security interest on all assets of the Company and is personally guaranteed by certain stockholders of the Company. The Company had no outstanding borrowings at December 31, 2019 or 2018.

NOTE 7. LONG-TERM OBLIGATIONS

Long-term obligations at December 31st consisted of the following:

	2019	2018
Note payable - former stockholder; payable in equal monthly installments of \$884 through January 2020, including interest at 1.7%	\$ 801	\$ 11,292
Note payable - former stockholder; payable in equal monthly installments of \$6,214 through January 2021, including interest at 2.9%	127,156	-
Capital lease obligations	441,543	258,241
Less: current maturities	(278,887)	(126,800)
	\$ 290,613	\$ 142,733

NOTE 7. LONG-TERM OBLIGATIONS (Continued)

The Company leases various equipment under agreements classified as capital leases. Obligations under capital leases have been recorded in the accompanying financial statements at the present value of future minimum lease payments, discounted at interest rates ranging from 4.48% to 6.18%.

The aggregate maturities and future minimum lease payments under capital lease obligations as well as long-term debt subsequent to December 31, 2019 are as follows:

	Minimum Lease Payments	Less: Amounts Representing Interest	Capital Lease Obligation	Long-Term Debt	Total
2020	\$ 212,694	\$(6,493)	\$ 206,201	\$ 72,686	\$ 278,887
2021	195,606	(7,756)	187,850	55,271	243,121
2022	48,184	(692)	47,492	-	47,492
Subtotal	\$ 456,484	\$(14,941)	\$ 441,543	\$ 127,957	\$ 569,500

For the years ended December 31, 2019 and 2018, interest expense on all obligations, including deferred compensation and value appreciation plans (Note 8), amounted to \$36,248 and \$72,469, respectively.

NOTE 8. DEFERRED COMPENSATION

The Company has non-qualified deferred compensation plans designed to compensate stockholder employees for past services. Each participant is fully vested and is entitled to receive payment at retirement age or earlier, if agreed. The participants' deferred compensation is payable over periods ranging from four to ten years without interest. The liability for deferred compensation is recorded at the net present value of the payments to be made, utilizing a discount factor of 8%. At December 31, 2019 and 2018, the aggregate obligations under these plans amounted to \$34,369 and \$142,492, respectively. The net present value amounted to \$23,543 and \$125,658, respectively, as of December 31, 2019 and 2018, which are included in deferred compensation liabilities in the accompanying consolidated balance sheets. During 2019 and 2018, the Company paid \$108,123 and \$118,183, respectively.

Interest expense for 2019 and 2018 includes \$6,009 and \$55,560, respectively, related to the deferred compensation plan.

NOTE 8. DEFERRED COMPENSATION (Continued)

Aggregate maturities of payments under the deferred compensation plan subsequent to December 31, 2019 are as follows:

2020	\$ 5,546
2021	1,303
2022	446
2023	653
2024	2,194
Thereafter	13,401
	<u>\$ 23,543</u>

NOTE 9. INCOME TAX EXPENSE

Income tax expense (benefit) for the years ended December 31st consisted of the following:

	2019	2018
Current	\$ 626,397	\$ 158,220
Deferred	(158,894)	(54,285)
	<u>\$ 467,503</u>	<u>\$ 103,935</u>

Deferred income taxes are provided for the estimated income tax effects of temporary differences between the income tax and financial reporting basis of assets and liabilities.

In December 2017, the Tax Cuts and Jobs Act of 2017 (the "Act") was signed into law making significant changes to the Internal Revenue Code. Changes include, but are not limited to, a corporate tax rate decrease from a maximum 35% to a rate of 21% effective for tax years beginning after December 31, 2017 and requiring a one-time transition tax on certain un-repatriated earnings of foreign subsidiaries that is payable over 8 years. The Company had calculated its estimate of the impact of the Act in its year-end 2018 income tax provision as a result of changes in the corporate tax rate, which amounted to a benefit of \$533,060 on its deferred income tax assets and liabilities. Additionally, the transition tax on deemed repatriation of deferred foreign income approximated \$119,000 for which foreign tax credits carryforward were utilized.

Foreign taxes are reflected as foreign tax credits in the Company's federal income tax return and may offset any federal taxes currently due. At December 31, 2019, the Company has a foreign tax credit carryover of approximately \$2,080,000, which expire from 2021 to 2028.

NOTE 9. INCOME TAX EXPENSE (Continued)

The effective tax rates for the years ended December 31, 2019 and 2018, differed from the maximum federal statutory tax rate principally due to valuation allowance, foreign tax expense and state income taxes. At December 31, 2019, \$34,710 of income taxes were payable and are included in the accompanying consolidated balance sheets.

Management's determination of the realization of the deferred tax asset is based upon management's judgment of various future events, including the timing and amount of future income earned by the Company and the implementation of various tax planning strategies to maximize the realization of the deferred tax asset. Management evaluates the realizability of the deferred tax asset annually and adjusts, if necessary, the valuation allowance.

Deferred income tax assets and liabilities at December 31st consisted of the following:

	2019	2018
Non-current deferred assets (liabilities):		
Deferred compensation	\$ 4,000	\$ 6,000
Deferred rent	176,000	176,000
State net operating loss	18,000	38,000
Foreign tax credit carryover	2,080,000	1,673,000
Deferral of accrual basis items	(881,000)	(1,210,000)
Depreciation	(298,000)	(287,000)
Unrealized loss on investments	-	6,000
Deferred compensation	1,000	25,000
Charitable contributions	39,000	58,000
Deferred revenue	38,000	44,000
	1,177,000	529,000
Less: valuation allowance	(488,000)	-
	\$ 689,000	\$ 529,000

NOTE 10. COMMITMENTS AND CONTINGENCIES**Lease Commitments**

In February 2012, the Company entered into a non-cancelable triple-net operating lease arrangement for its Ft. Lauderdale office with an unrelated party, expiring in 2027, with the option to renew for two additional consecutive five year periods. The Company also leases other office facilities under non-cancelable lease agreements expiring through May 2024.

NOTE 10. COMMITMENTS AND CONTINGENCIES (Continued)

The approximate future minimum commitments under these leases for the years subsequent to December 31, 2019 are as follows:

2020	\$ 1,196,000
2021	1,231,000
2022	1,233,000
2023	1,089,000
2024	1,025,000
Thereafter	2,003,000
	\$ 7,777,000

Rent expense related to all operating leases, net of sublease revenues, approximated \$1,380,000 and \$1,369,000, respectively, for the years ended December 31, 2019 and 2018.

Subleases

The Company enters into sublease agreements with unrelated parties for apportioned sections of the Ft. Lauderdale office. Rental revenue earned under the sublease agreements is recorded as a reduction of rental expense and amounted to approximately \$365,000 and \$306,000, respectively, for the years ended December 31, 2019 and 2018.

The approximate future minimum rental income under the subleases for the years subsequent to December 31, 2019 are as follows:

2020	\$ 293,000
2021	116,000
2022	20,000
	\$ 429,000

Contingencies

The Company is party to legal proceedings and potential claims arising in the ordinary course of business. The Company does not believe these matters will have a material adverse effect on the Company's financial position, results of operations or cash flows.

NOTE 11. COMMON STOCK AND SHARES SUBJECT TO MANDATORY REDEMPTION

The common stock of the Company at December 31st consisted of the following:

	Common Stock	Shares Subject to Mandatory Redemption
December 31, 2019		
Class C voting stock, \$0.10 par value; 1,000,000 shares authorized; 239,160 shares issued and outstanding - 27,598 shares subject to mandatory redemption, as discussed below	\$ 23,916	\$ 962,865
December 31, 2018		
Class C voting stock, \$0.10 par value; 1,000,000 shares authorized; 233,412 shares issued and outstanding - 41,211 shares subject to mandatory redemption, as discussed below	\$ 23,341	\$ 1,377,284

Financial instruments issued in the form of shares that are mandatorily redeemable on fixed dates for amounts that either are fixed or determined by reference to an external index are classified as liabilities.

Pursuant to the Company's stockholders' agreement, the Company is required to redeem one-fifth of a stockholder's outstanding stock commencing when the stockholder reaches age sixty-four, and one-fifth per year thereafter until all shares have been fully redeemed. The redemption price of the Class C voting stock is a stipulated value as determined no more frequently than annually, as approved by stockholders owning a majority of the outstanding voting stock. As of December 31, 2019 and 2018 the stipulated value of Class C shares was \$34.89 and \$33.42, respectively.

Accordingly, the value of the portion of the Class C common stock for which the redemption price is fixed have been reclassified as liabilities in the accompanying consolidated balance sheets. The balance of the outstanding Class C common stock will be accorded liability treatment in the future when the redemption price is fixed.

Aggregate maturities of shares subject to mandatory redemption subsequent to December 31, 2019, are as follows:

2020	\$ 268,688
2021	268,688
2022	268,688
2023	156,801
	<u>\$ 962,865</u>

NOTE 11. COMMON STOCK AND SHARES SUBJECT TO MANDATORY REDEMPTION (Continued)

In 2019 and 2018, \$274,670 and \$461,155, respectively, was paid to redeem shares of mandatorily redeemable stock.

The approximate future commitment to redeem the Class C voting stock, using a discount factor of 8% and the pro-forma redemption price as of December 31, 2019 of \$34.89 per share, is as follows:

2020	\$ -
2021	52,000
2022	140,000
2023	374,000
2024	404,000
Thereafter	3,193,000
	<u>\$ 4,163,000</u>

Upon the occurrence of other events, such as death or disability, the Company would also be required to purchase the stockholders' outstanding shares. The Company is the owner and beneficiary of life insurance policies on some of the stockholders.

NOTE 12. EMPLOYEE BENEFIT PLAN

The Company has a 401(k) profit sharing plan for all eligible employees. Under this plan, all eligible employees may contribute annually up to the statutory maximum amount of their compensation. The profit sharing contribution is determined annually by management and amounted to \$100,000 for each of the years ended December 31, 2019 and 2018. The Company matched 35% of all employee contributions up to 10% and 6%, respectively, of each employee's salary for the years ended December 31, 2019 and 2018. For the years ended December 31, 2019 and 2018, total retirement plan contribution expense amounted to \$469,909 and \$435,318, respectively.

NOTE 13. SUBSEQUENT EVENTS

Global Pandemic

In March 2020 the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. Currently, the Company has implement cost-cutting measures although current backlog remains stable. The potential impact upon the Company of the COVID-19 pandemic cannot be determined at this time, but it could have a material adverse effect on the Company's financial position, results of operations and cash flows.

The Company has evaluated subsequent events through April 21, 2020, which is the date the accompanying consolidated financial statements were available to be issued.



**INDEPENDENT ACCOUNTANTS' REVIEW REPORT ON
SUPPLEMENTARY INFORMATION**

EDSA, Inc.
Ft. Lauderdale, Florida

Our report on our reviews of the basic consolidated financial statements of EDSA, Inc. & Subsidiary for December 31, 2019 and 2018 appears on page 1. The objective of the reviews was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The accompanying supplementary information included on page 22 is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Kaufman, Rossin & Co., P.A.

April 21, 2020
Miami, Florida

EDSA, INC. & SUBSIDIARY
CONSOLIDATED SCHEDULES OF OPERATING EXPENSES
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
Advertising and promotion	\$ 199,902	\$ 185,362
Bad debt expense	380,716	1,011,660
Bank charges	10,160	11,097
Communication and telephone	360,004	395,966
Contract services	11,141	15,906
Contributions	78,366	71,218
Data processing	1,011,730	904,856
Deferred compensation	6,009	14,562
Depreciation and amortization	526,074	604,976
Dues and subscriptions	114,797	174,934
Employee benefits	1,895,754	1,744,004
Insurance	558,290	633,644
Licenses and permits	40,630	25,593
Meals and entertainment	41,243	25,776
Office and miscellaneous	157,807	95,599
Payroll taxes	881,682	823,937
Postage and delivery	18,123	14,175
Printing and reproduction	110,607	127,804
Professional fees	691,115	746,935
Recruitment	110,586	87,873
Rent	1,379,687	1,369,169
Repairs and maintenance	134,800	101,674
Retirement plan contribution	469,909	435,318
Salaries	5,823,181	5,165,899
Taxes - other	94,349	29,224
Training and development	126,211	103,250
Travel	375,770	186,793
Utilities	31,908	30,594
Vehicle and transportation	126,232	116,275
	\$ 15,766,783	\$ 15,254,073

See independent accountants' review report on supplementary information.



CERTIFICATE OF INSURANCE

CONTINUING CONTRACT FOR
LANDSCAPE ARCHITECTURAL SERVICES
T-25-20

ACORD		EDSAINC-02		ROMINAJ			
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 12/27/2019			
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 License # 0E67768 Insurance Office of America, Inc. 500 W. Cypress Creek Road Suite 320 Fort Lauderdale, FL 33309		CONTACT NAME: Christine Milone PHONE (A/C, No, Ext): (954) 334-0377 FAX (A/C, No): E-MAIL ADDRESS: Christine.Milone@ioausa.com					
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #			
EDSA, Inc. 1512 E. Broward Blvd. Suite 110 Ft. Lauderdale, FL 33301		INSURER A : American Casualty Company of Reading, Pennsylvania		20427			
		INSURER B : National Fire Insurance Co of Hartford		20478			
		INSURER C : Continental Insurance Company		35289			
		INSURER D : Valley Forge Insurance Company		20508			
		INSURER E : Continental Casualty Company		20443			
		INSURER F :					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5099082937	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5099082968	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5099083005	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	5099082984	12/31/2019	12/31/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liabili			LAH591892837-19	9/7/2019	9/7/2020	Per Claim \$ 10,000,000
CERTIFICATE HOLDER	CANCELLATION						
EDSA, Inc. 1512 E Broward Blvd Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE						



CURRENT LICENSES

State of Florida Department of State

I certify from the records of this office that EDSA, INC. is a corporation organized under the laws of the State of Florida, filed on July 8, 1969.

The document number of this corporation is 601195.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 17, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



Ronald DeSantis
Secretary of State

Tracking Number: 2087597763CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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

DBA: DOUGLAS C SMITH
Business Name: EDSA INC
Business Type: ARCHITECT (P A (LANDSCAPE ARCHITECT))
Owner Name: EDSA INC
Business Location: 1512 E BROWARD BLVD 110 FT LAUDERDALE
Business Phone: 954-524-3330
Business Opened: 08/12/2009
State/County/Cert/Reg: LA-0000063
Exemption Code:

Rooms		Seats		Employees		Machines		Professionals	
				11					

For vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Mailing Address: EDSA INC, 1512 E BROWARD BLVD #110, FORT LAUDERDALE, FL 33301
Receipt #05A-18-00008160, Paid 08/19/2019 45.00

2019 - 2020

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SUITER, JEFFREY R
5940 NE 19TH AVE
FORT LAUDERDALE FL 33308

LICENSE NUMBER: LA6666932
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

GRAY, KONA ADOLPHUS
901-905 SW 18TH STREET
FT. LAUDERDALE FL 33315

LICENSE NUMBER: LA6666950
EXPIRATION DATE: NOVEMBER 30, 2021
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, MARC ANDREW
9257 ARBORWOOD CIRCLE
DAVIE FL 33328

LICENSE NUMBER: LA0001738
EXPIRATION DATE: NOVEMBER 30, 2021
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

FENECH, ALEXANDER CARMEL
2400 NE 65TH STREET
APT 625
FORT LAUDERDALE FL 33308

LICENSE NUMBER: LA6667284
EXPIRATION DATE: NOVEMBER 30, 2021
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PLANNING | LANDSCAPE ARCHITECTURE | URBAN DESIGN

BALTIMORE | FORT LAUDERDALE | NEW YORK | ORLANDO | SHANGHAI
www.edsaplan.com

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:

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

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
----	----------------------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

