

**PIGGYBACK AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT**

THIS IS AN AGREEMENT (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 “City”,

and

**KIMLEY-HORN AND ASSOCIATES, INC.**, a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "CONSULTANT,"

City and CONSULTANT may each be referred to herein as “party” or collectively as “parties”.

**WHEREAS**, the City desires to enter into an agreement with the CONSULTANT for the CONSULTANT to provide General Planning Services Consultant; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Agreement for General Planning Services Consultant, between CITY OF OAKLAND PARK and the CONSULTANT dated October 17, 2018 and renewed on October 6, 2021. A copy of the City of Oakland Park Agreement is attached hereto as **Exhibit “A”** and Renewal as **Exhibit “B”** incorporated herein; and,

**WHEREAS**, the original term of the City of Oakland Park Agreement was from date of execution, through October 16, 2021 and First Renewal is from October 17, 2021 through and including October 16, 2023 unless terminated by City of Oakland Park pursuant to Article IV, but not to exceed the initial period and two (2) additional two-year renewal periods, for a total number of seven (7) years, at terms and conditions mutually acceptable to both parties; and

**WHEREAS**, the Parties agree to add the provisions of this agreement to the City of Oakland Park Agreement as set forth herein; and

**WHEREAS**, CONSULTANT has agreed to honor the prices and terms and conditions of the City of Oakland Park Agreement; and

**WHEREAS**, City desires to retain the services of CONSULTANT by "piggybacking" the City of Oakland Park Agreement; and

**WHEREAS**, the City has reviewed the scope of services of the competitively bid City of Oakland Park Agreement, and has determined that it is an agreement that can be used by the City

and that time, expense and marketplace factors make it financially advantageous for the City to do so.; and

**WHEREAS**, the City has the authority to enter into this agreement pursuant to the City's Procurement Code, Section 2-258(f) of the City's Code of Ordinances, related to the City's emergency powers.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the City of Oakland Park Agreement shall govern the relationship between the City and CONSULTANT, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the City of Oakland Park Agreement, except said Work shall be performed in and for the City.
- B. The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.
- C. CONSULTANT shall not commence the Work unless and until the requirements for insurance have been fully met by CONSULTANT and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

**Section 3.** In all other respects, the terms and conditions of the City of Oakland Park Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONSULTANT made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

**Section 4.** The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect until terminated.



**Section 5. Public Records.**

- A. Public Records: CONSULTANT shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONSULTANT's possession or control in connection with the CONSULTANT's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
  2. Upon request by City's records custodian, provide 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 this Agreement.
  4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to City, at no cost to City, within seven days. All records stored electronically by CONSULTANT shall be delivered to City in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. CONSULTANT'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

**Section 6. Scrutinized Companies.**

- A. CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 7. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 8. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Joe Napoli  
City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.  
City Attorney  
Goren, Cherof, Doody, and Ezrol, P.A.  
3099 E. Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

For CONSULTANT: John J. McWilliams, P.E.  
Kimley-Horn and Associates, Inc.  
8201 Peters Road, Suite 2200  
Plantation, FL 33324  
954-535-5100

**Section 9. E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. “CONSULTANT” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “CONSULTANT” includes, but is not limited to, CONSULTANT or consultant.
2. “Subconsultants” means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subconsultants in exchange for salary, wages, or other remuneration.
3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Section 10. Severability.** This Agreement sets forth the entire agreement between CONSULTANT and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties’ mutual agreement set forth in writing and signed by the parties.

**Section 11. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

[END OF SECTION]



IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

BY: \_\_\_\_\_ CITY MANAGER

ATTEST:

BY: \_\_\_\_\_ CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_ CITY ATTORNEY

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

Print Name: JOHN MCWILLIAMS

Title: SENIOR VICE PRESIDENT

STATE: **FLORIDA**  
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 10th day of Feb, 2022 by: John J. McWilliams  
Name of person making statement

(NOTARY SEAL) [Signature]  
Signature of Notary Public - State of Florida  
Shanda Sutton Layne  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

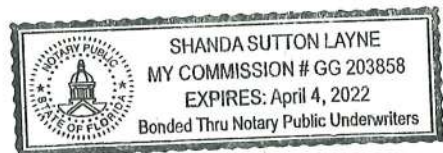


EXHIBIT A



**CITY OF OAKLAND PARK**  
3650 NE 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

**AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT**

This AGREEMENT, made this 17 day of Oct., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Kimley-Horn and Associates, Inc., hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services as identified in CONTRACTOR' s proposal submission for RFP #030218.

All terms, conditions and provisions of RFP #030218 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The initial term of this Agreement shall be for a period of three (3) years. The City shall have the option to extend the contract for two (2) additional two-year periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R. 2018.151

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees, to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.



ARTICLE VII

Public Records

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., 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; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

**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**

**Renee M ShROUT, CMC  
City Clerk  
City of Oakland Park  
3650 NE 12 Avenue  
Oakland Park Fl. 33334  
954-630-4298  
renees@oaklandparkfl.gov**

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Mudassar Alam, P.E., Vice President, on behalf of Kimley-Horn and Associates, Inc.,  
Print Name and Title Company Name

certify that Kimley-Horn and Associates, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kimley-Horn and Associates, Inc.

COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE

Mudassar Alam, P.E.  
PRINT NAME

Vice President  
TITLE



**AGREEMENT:**

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

**ATTEST:**  
  
\_\_\_\_\_  
Renee Shrodt, City Clerk

  
\_\_\_\_\_  
David Heber, City Manager

(SEAL)

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

  
\_\_\_\_\_  
Mudassar Alam, P.E.

CONTRACTOR  
Kimley-Horn and Associates, Inc.

**ADDRESS:**  
600 North Pine Island Road,  
\_\_\_\_\_

Suite 450  
\_\_\_\_\_

Plantation, FL 33324  
\_\_\_\_\_

**PHONE:** 954-535-5100  
\_\_\_\_\_



City of  
**OAKLAND PARK**  
FLORIDA

# General **Planning** Services



# Consultant

RFP #030218

**Kimley»Horn**

Expect More. Experience Better.

**Tab 3. Proposed Costs**

**Rate Schedule**

**Kimley-Horn and Associates, Inc.  
Loaded Billing Rates  
for City of Oakland Park**

Classification	Billing Rate
Principal	\$ 250.00
Senior Project Manager	\$ 195.00
Chief Engineer	\$ 215.00
Senior Planner	\$ 165.00
Senior Engineer	\$ 190.00
Project Engineer	\$ 150.00
Engineer/Planner	\$ 125.00
Analyst	\$ 100.00
Chief Scientist	\$ 240.00
Environmental Professional	\$ 140.00
Senior Landscape Architect	\$ 180.00
Landscape Architect	\$ 145.00
Graphic Designer	\$ 135.00
Technical Support	\$ 90.00
Administrative Support	\$ 70.00

*ah*

EXHIBIT B



FIRST AMENDMENT TO AGREEMENT  
FOR  
GENERAL PLANNING SERVICES CONSULTANT

THIS IS AN AGREEMENT ("Agreement"), dated this 16 day of October 2021, by and between:

**CITY OF OAKLAND PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City"),

and

**KIMLEY-HORN AND ASSOCIATES, INC.**, a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, on March 2, 2018, the City received a Statement of Qualifications from CONSULTANT in response to the City's Request for Qualifications (RFQ) for General Planning Services Consultant, RFQ #030218.

**WHEREAS**, on October 17, 2018, the City and CONSULTANT entered into an agreement, R-2018-151, for a General Planning Services Consultant (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the initial term of the Original Agreement was for three (3) years and the Original Agreement expires on October 16, 2021; and

**WHEREAS**, the Original Agreement provides for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties; and

**WHEREAS**, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first 2-year renewal term; and

**WHEREAS**, the Parties seek to further amend the Original Agreement to provide for adoption of the CONSULTANT'S current professional service rates, attached hereto as "EXHIBIT A", and to ensure compliance with recent amendments to Florida law; and

**WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

**WHEREAS**, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The Original Agreement is hereby renewed for the first 2-year term which shall commence on October 17, 2021 and terminate on October 16, 2023. In accordance with the Original Agreement, the Parties, upon mutual written consent, upon expiration of the first renewal term, shall have the option to enter into one (1) final 2-year renewal term.

**Section 3.** Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.



**Section 4. E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.

4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.





August 12, 2021

Mr. Peter M. Schwarz, AICP  
Director of Community and Economic Development  
City of Oakland Park  
5399 North Dixie Highway, Suite 3  
Oakland Park, Florida 33334

**Re: *City of Oakland Park – RFP #030218-0-2018/MIT  
General Planning Services Consultants Contract  
Contract Extension Request***

Dear Mr. Schwarz:

We are in receipt of your August 6, 2021 correspondence indicating that the City of Oakland Park desires to extend the above-mentioned contract by two (2) additional years per the existing agreement. We are pleased to accept your invitation to extend this contract and value the relationship we have with the City. Note that the loaded billing rates in the current contract were established in October 2018, nearly three (3) years ago. Therefore, we would respectfully request the City consider and accepted updated billing rates reflecting the current level of compensation of our staff. Please refer to the attached proposed loaded billing rate schedule that reflects an approximate 6% annual increase for all rate categories consistent with *U.S. Bureau of Labor Statistics* Consumer Price Index (CPI). We look forward to your response and the opportunity to continue our service to the City of Oakland Park.

If you have any questions, please feel free to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

John J. McWilliams, P.E.

Attachment

O:\JMcW\oakland park\Planning Contract\08 12 21 schwarz ltr.docx

**Section 5.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK, a Florida municipal corporation

BY: [Signature]  
CITY MANAGER

ATTEST:  
BY: [Signature]  
CITY CLERK  
R.2021-128

APPROVED AS TO LEGAL FORM:  
BY: [Signature]  
CITY ATTORNEY

WITNESSED BY:  
[Signature]  
Stewart E. Robertson  
Print name  
[Signature]  
Josue Ramos  
Print name

KIMLEY-HORN AND ASSOCIATES, INC.  
BY: [Signature]  
Name: John J. McWilliams, P.E.  
Title: Vice President

STATE: **FLORIDA**  
COUNTY: BROWARD

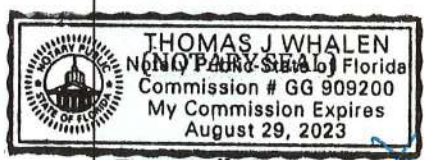
Sworn to (or affirmed) and subscribed before me this 15 day of OCTOBER, 2021, by: THOMAS J WHALEN  
Name of person making statement

[Signature]  
Signature of Notary Public - State of Florida

THOMAS J WHALEN  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_



a



## Kimley-Horn and Associates, Inc.

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### CITY OF OAKLAND PARK

*RFP #030218-0-2018/MIT  
General Planning Services Consultants Contract  
1st Extension*

#### Hourly Rate Schedule

<b>Classification</b>	<b>Rate</b>
Principal	\$298.00
Senior Project Manager	\$232.00
Chief Engineer	\$256.00
Senior Planner	\$197.00
Senior Engineer	\$226.00
Project Engineer	\$179.00
Engineer/Planner	\$149.00
Analyst	\$119.00
Chief Scientist	\$286.00
Environmental Professional	\$167.00
Senior Landscape Architect	\$214.00
Landscape Architect	\$173.00
Graphic Designer	\$161.00
Technical Support	\$107.00
Administrative Support	\$83.00

Vendor Compliance  
Check List



<b>Vendor: Kinley-Horn and Associates, Inc.</b> <b>FEIN: 56-0885615</b>	<b>Does Vendor appear on the following:</b>	
<a href="#">Florida Convicted Vendor List</a>	Yes <input type="checkbox"/>	No X
<a href="#">Florida Suspended Contractors</a>	Yes <input type="checkbox"/>	No X
<a href="#">Scrutinized Companies</a>	Yes <input type="checkbox"/>	No X
<a href="#">Broward County Debarred List</a>	Yes <input type="checkbox"/>	No X
<a href="#">State of Florida Corporations (Sun Biz)</a>	Yes X	No <input type="checkbox"/>
Verified by: C. Portocarrero	Date: Wednesday, February 16, 2022	

## Vendor Compliance Check List

### Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

*There are currently no vendors on this list.*

## Vendor Compliance Check List

### Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> (📎 1.78 MB)

Updated 12/10/19

## Vendor Compliance Check List

Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Kunlun Financial Leasing Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Kuwait Finance House	Sudan	Kuwait	April 14, 2009	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes

December 20, 2021

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Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes



# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

[Federal Debarred Supplier List \(SAM\)](#)

[How to search for an entity or individual in SAM](#)

[State of Florida Debarred Supplier Lists](#)

[State of Florida List of Scrutinized Companies doing business with Iran and Sudan](#)

The links below provide information regarding the debarred supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	<a href="#">Rust Wizard Inc.</a>	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	<a href="#">S H Marketing, Inc.</a>	08/17/20
<a href="#">All County Plumbing Contractors, Inc.</a>	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
<a href="#">All County Plumbing, Inc.</a>	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
<a href="#">Alpha Construction Svcs &amp; Consulting Svcs</a>	08/11/20	Graphic Productions Co.	02/27/90	<a href="#">Saints-Enterprises II, LLC</a>	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	<a href="#">Samantha L. List, P.A.</a>	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	<a href="#">Infinite Distributors LLC</a>	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	<a href="#">Intercoastal Marketing, LLC</a>	12/15/20	<a href="#">Shiv Lingam Kirtan Mandali Inc.</a>	08/06/20
BRC Construction Company, Inc.	12/14/05	<a href="#">J M List Services, LLC</a>	08/11/20	<a href="#">SLL Consulting LLC</a>	08/11/20
<a href="#">Broward Plumbing Specialists, Inc.</a>	08/17/20	<a href="#">JIM List Services, LLC</a>	08/11/20	<a href="#">Southeast Underground Utilities Corp.</a>	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	<a href="#">JM List, Incorporated</a>	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	<a href="#">Lawn Wizard USA, Inc.</a>	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	<a href="#">Lawn Wizard USA, LLC</a>	03/24/17	Termark Security Systems	06/03/99
<a href="#">Coastal Industries USA, LLC</a> (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	<a href="#">Toilet Taxi Corp.</a>	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	<a href="#">Tropical Growers USA, Inc.</a>	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
<a href="#">Degen's Lawn &amp; Garden Inc.</a>	11/04/11	<a href="#">OJS Systems, Inc.</a>	12/22/14	Urban Organization, Inc.	03/05/99
<a href="#">Digital Comm Inc.</a>	05/16/11	Omega Group, Inc.	10/30/97	<a href="#">Vees Supply, LLC</a>	08/17/20
Dixie Lock & Supply Inc.	02/17/92	<a href="#">Precision Detailing dba J M List Services</a>	08/11/20	<a href="#">Venturi Supplies, Inc.</a>	08/17/20
<a href="#">Eastern Elevator Service, Inc.</a>	02/13/19	Protective Service Int'l	03/01/91	<a href="#">VIMAC USA, Inc.</a>	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	<a href="#">Viravar, LLC</a>	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		<a href="#">RC Aluminum Industries Inc.</a>	06/20/14	<a href="#">Z &amp; Z, Inc.</a>	08/11/20

Vendor Compliance  
Check List

**2022 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 821359

**Entity Name:** KIMLEY-HORN AND ASSOCIATES, INC.

**Current Principal Place of Business:**

421 FAYETTEVILLE STREET  
SUITE 600  
RALEIGH, NC 27601

**Current Mailing Address:**

421 FAYETTEVILLE STREET  
SUITE 600  
RALEIGH, NC 27601 US

**FEI Number:** 56-0885615

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DIRECTOR  
Name GOOD, BRIAN A.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601

Title DIRECTOR  
Name COLVIN, SCOTT W.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601

Title DIRECTOR  
Name DVORAK, WILLIAM E. JR.  
Address 111 WEST JACKSON BLVD.  
SUITE 1320  
City-State-Zip: CHICAGO IL 60604

Title DIRECTOR  
Name MUTTI, BRENT H.  
Address 7740 N 16TH STREET  
SUITE 300  
City-State-Zip: PHOENIX AZ 85020

Title VP  
Name MCENTEE, DAVID L.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601

Title TREASURER  
Name MCENTEE, DAVID L.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601

Title ASSISTANT SECRETARY  
Name MCENTEE, DAVID L.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601

Title PRESIDENT  
Name LEFTON, STEVEN E.  
Address 421 FAYETTEVILLE STREET  
SUITE 600  
City-State-Zip: RALEIGH NC 27601