

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** January 21, 2026

**Presenter's Name and Title:** Marilyn Markwei, Senior Engineering Manager and Brenda Martin, Senior Contracts Administration Manager on behalf of Public Works and Procurement Departments

**Prepared By:** Kristy Gilbert, MBA, Assistant Public Works Director

**Temp. Reso. Number:** 8579

**Item Description:** Temp. Reso. #R8579 APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") NO. 25-07-33 ENTITLED, "CITY OF MIRAMAR STORMWATER MASTER PLAN," TO THE HIGHEST MOST QUALIFIED EVALUATION SCORING RESPONSIVE, RESPONSIBLE PROPOSER KIMLEY HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$250,000, FOR THE DEVELOPMENT OF A STORMWATER MASTER PLAN; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT. (*Senior Engineering Manager, Marilyn Markwei; Senior Contracts Administration Manager, Brenda Martin*)

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk:** Kindly execute the agreement on the dais.

**Public Notice** – As required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funds totaling \$250,000 will be expended from the Grant Account No. 393-50-900-539-000-603190-93801 in the amount of \$250,000 entitled "Prof. Services-Other".

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8579**
  - **Exhibit A: Agreement with Kimley Horn**
    - **Exhibit "A" to Exhibit "A"**
- **Attachment(s)**
  - **Attachment 1: RFQ No. 25-07-33 Evaluation Sheet**



## CITY OF MIRAMAR INTEROFFICE MEMORANDUM

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Shana Coombs, Chief Operating Officer / Public Works Director

**DATE:** January 15, 2026

**RE:** Temp. Reso. No. 8579 approving the award of Request for Qualifications ("RFQ") No. 25-07-33 entitled, "City of Miramar Stormwater Master Plan"

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8579, approving the award of Request for Qualifications ("RFQ") No. 25-07-33 entitled, "City of Miramar Stormwater Master Plan" to the highest most qualified evaluation scoring responsive, responsible proposer, Kimley Horn and Associates, Inc. ("Kimley Horn"), in the amount of \$250,000, for the development of a Stormwater Master Plan.

**ISSUE:** In accordance with Section 2-412(a) of the City Code, City Commission approval is required for the award of contracts and authorization for the City Manager to execute agreement(s).

**BACKGROUND:** The City of Miramar Public Works Department is responsible for stormwater infrastructure improvement and maintenance.

In 2024, the City applied for a grant through Florida Department of Environmental Protection ("FDEP") to develop a Stormwater Master Plan ("SWMP") that is geared towards identifying projects that will improve the resilience of the existing stormwater system. In March 2025, the City received notification of grant acceptance in the amount of \$230,000 with an element for public outreach and stakeholder engagement in the amount of \$20,000 for a total award of \$250,000. On July 9, 2025, the City Commission adopted Resolution No. 25-171 accepting the grant.

On July 28, 2025, the City's Procurement Department issued the RFQ, seeking qualified consulting firms to provide professional consulting services to develop the Stormwater

Master Plan. On August 28, 2025, the closing date, three (3) proposals were received. On October 9, 2025, an evaluation committee consisting of City staff evaluated and scored the proposals based on the RFQ requirements. Kimley Horn and Associates, Inc., ("Kimley Horn") was ranked as the highest most qualified evaluation scoring responsive, responsible Proposer. In accordance with the Consultant's Competitive Negotiation Act, staff subsequently negotiated a scope of services and compensation with Kimley Horn, which staff has determined is fair, competitive and reasonable.

This is a Federally Funded project where no CBE/SBE/local goals are permitted.

**DISCUSSION:** The Consultant will develop a SWMP in accordance with Federal Emergency Management Agency ("FEMA") standard practices for mitigation planning to include a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identification of any known problematic areas including areas prone to high flood risk, and a series of key findings and recommendations for the effective management of stormwater. The SWMP must meet the minimum criteria required for a creditable SWMP under the Community Rating System ("CRS"). Furthermore, as part of the SWMP, the Consultant will develop preliminary design plans for three (3) adaptation projects, recommendations for future improvements to the stormwater system, and public outreach and stakeholder engagement meetings to garner community input.

**ANALYSIS:** Funds totaling \$250,000 will be expended from the Grant Account No. 393-50-900-539-000-603190-93801 entitled "Prof. Services-Other".

Temp. Reso. No. 8579

12/3/25

1/13/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 25-07-33 ENTITLED, "CITY OF MIRAMAR STORMWATER MASTER PLAN," TO THE HIGHEST MOST QUALIFIED EVALUATION SCORING RESPONSIVE, RESPONSIBLE PROPOSER KIMLEY HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$250,000, FOR THE DEVELOPMENT OF A STORMWATER MASTER PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar Public Works Department is responsible for stormwater infrastructure improvement and maintenance; and

**WHEREAS**, in 2024, the City applied for a grant through Florida Department of Environmental Protection ("FDEP") to develop a Stormwater Master Plan ("SWMP") that is geared towards identifying projects that will improve the resilience of the existing stormwater system; and

**WHEREAS**, the City was awarded the grant; and on July 9, 2025, the City Commission adopted Resolution No. 25-171 accepting the grant; and

**WHEREAS**, on July 28, 2025,, the City's Procurement Department issued Request for Qualifications No. 25-07-33 ("RFQ") entitled, City of Miramar Stormwater Master Plan" ("Project"), for professional consultant services to develop the Stormwater Master Plan; and

**WHEREAS**, on August 28, 2025, three (3) firms responded to the RFQ; and

Reso. No. \_\_\_\_\_

**WHEREAS**, City staff evaluated the submitted proposals and it was determined that Kimley Horn and Associates, Inc., ("Kimley Horn") is the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, pursuant to the Consultant's Competitive Negotiation Act, staff subsequently negotiated a scope of services and compensation that is fair, competitive and reasonable, in the amount of \$250,000; and

**WHEREAS**, in accordance with Section 2-412 of the City Code, City Commission approval is required to enter into an Agreement for professional consultant services to develop the Stormwater Master Plan; and

**WHEREAS**, the City Manager recommends that the City Commission approve the proposed agreement with Kimley Horn and Associates, Inc., attached hereto as Exhibit "A" and accept Consultant's scope of work and fee proposal, attached hereto as Exhibit "A" to Exhibit "A," to provide professional consultant services to develop the Stormwater Master Plan in the amount of \$250,000; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of the RFQ to Kimley Horn and Associates, Inc., in the amount of \$250,000, for the provision of professional consultant services, and authorize the City Manager to execute the proposed agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

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**Section 2:** That the City Commission approves the award of the RFQ to Kimley Horn and Associates, Inc., and accepts the Consultant's scope of work and fee proposal, for the provision of professional consultant services to develop the Stormwater Master Plan in the amount of \$250,000.

**Section 3:** That the City Manager is authorized to execute the proposed Agreement with Kimley Horn and Associates, Inc., in the amount of \$250,000, attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall become effective upon adoption.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Mayor, Wayne M. Messam

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Vice Mayor, Yvette Colbourne

ATTEST:

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City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

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City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN  
THE CITY OF MIRAMAR, FLORIDA  
AND  
KIMLEY-HORN & ASSOCIATES, INC.  
FOR STORMWATER MASTERPLAN**

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Kimley-Horn & Associates, Inc. (the "Consultant"), a Foreign Profit Corporation authorized to conduct business in the State of Florida, with its principal offices located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601.

**WHEREAS**, the City issued EPA- Request for Qualification No. 25-07-33 (the "RFQ") for a Citywide Stormwater Masterplan in Miramar, Florida" (the "Work", "Project" or "Services"); and

**WHEREAS**, Consultant was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, Consultant and City have agreed upon a Scope of Services and fee for such Services; and

**WHEREAS**, on [REDACTED], 2026, the Miramar City Commission awarded the RFQ to Consultant; and

**WHEREAS**, Consultant is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, City desires to engage Consultant to perform the Services specified herein under the terms of this Agreement.

**NOW THEREFORE**, the City and Consultant, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1  
DEFINITIONS**

This project shall be completed in accordance with all requirements and deliverables as stated in the State of Florida Department of Environmental Protection Agreement with the City, Agreement No. 25PLN66. Except as provided herein, terms

used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ, General Conditions and EPA Agreement No. 25PLN66, incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in EPA Agreement No. 25PLN66RFQ shall govern.

## **ARTICLE 2** **SCOPE OF SERVICES**

The work shall include all labor, materials and equipment necessary for the proper execution and completion of the work detailed in the RFQ, along with any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

## **ARTICLE 3** **CONSULTANT AND CITY'S RELATIONSHIP**

**3.1** The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant represents that it will furnish its best skill and judgment in performing the Consultant's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

**3.2** By signing this Agreement, the Consultant accepts a fiduciary duty with the City and warrants and represents to the City that the Consultant:

- A.** Has all licenses and certifications required by applicable Law to perform the Consultant's Services and the Work;
- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Consultant's Services and the Work; and
- D.** That no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

**3.3** The Consultant acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

## **ARTICLE 4** **TERM**

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

## **ARTICLE 5** **CONSULTANT'S RESPONSIBILITIES**

**5.1** Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code, all guidelines set by Federal Emergency Management Agency and the Department of Environmental Protection, and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

**5.2** Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

**5.3** Consultant agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

**5.4** Consultant agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Consultant under this Agreement, will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions.

**5.5** Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule to be delivered to and accepted by the City prior to commencement of work.

## **ARTICLE 6** **CITY'S RESPONSIBILITIES**

**6.1** In exchange for the Services to be performed by Consultant, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Consultant pursuant to the Scope of Design Services in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

**6.2** Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of

invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

## **ARTICLE 7** **INDEMNIFICATION**

**7.1** To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims, 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 Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

**A.** Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Consultant, its employees, or agents;

**B.** Liability or claims arising directly or indirectly from the use or manufacture by the Consultant, its employees or agents in the performance of this Agreement, of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

**C.** Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Consultant, its employees or agents;

**D.** Liabilities or claims arising directly or indirectly from the willful misconduct of the Consultant, its employees or agents; and

**E.** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Consultant.

**7.2** The Consultant shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

**7.3** This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subconsultant (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

**7.4** The Consultant acknowledges receipt and the adequacy of the specific

consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

## **ARTICLE 8** **TERMINATION**

**8.1 TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule agreed to by both parties. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Consultant has no control, if City approves such extensions in writing.

**8.2 TERMINATION - For Convenience** - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Consultant in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Consultant's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Consultant shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

**8.3 TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Consultant abandons this Agreement or causes it to be terminated by City, Consultant shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

## **ARTICLE 9** **DEFAULT**

**9.1** An event of default shall mean a breach of this Agreement by Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Consultant has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B.** Consultant has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;

- C. Consultant has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Consultant has become insolvent or has assigned the proceeds received for the benefit of Consultant's creditors, or Consultant has taken advantage of any insolvency statute or debtor/creditor law or, if Consultant's affairs have been put in the hands of a receiver;
- E. Consultant has failed to obtain the approval of City where required by this Agreement;
- F. Consultant has failed in the honoring of any warranties; or
- G. Consultant has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**9.2** In the event Consultant fails to comply with the provisions of this Agreement, City may declare Consultant in default, notify Consultant in writing, and give Consultant 15 calendar Days to cure the default. If Consultant fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Consultant shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

**9.3** In the event of Default, Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost funding, and
- B. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

**9.4** City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

## **ARTICLE 10** **DELIVERY OF MATERIALS**

**10.1** Upon receipt of notice of termination under Articles 8 or 9 above, Consultant shall immediately deliver to City all Materials held or used by Consultant in

connection with the Services except those Materials, if any, owned by Consultant or supplied by Consultant at Consultant's own cost. If, at the time of termination further sums are due Consultant, Consultant shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

**10.2** Upon receipt of notice of termination for any reason, Consultant shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Consultant to perform. Consultant shall perform additional Services with the standard of care as stated in Article 5 above.

## **ARTICLE 11** **CONTRACT DOCUMENTS**

**11.1** The Contract Documents which comprise the entire agreement between City and Consultant concerning the Work consist of this Agreement, including amendments hereto and the following:

- EPA Agreement No. 25PLN66;
- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Consultant's Proposal;
- Solicitation;
- General Conditions;
- Technical Specifications (if any);
- Standard Specifications (if any); and
- Drawings.

**11.2** There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

## **ARTICLE 12** **ASSIGNMENT**

No assignment by the Consultant of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

## **ARTICLE 13** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Consultant shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and all Subconsultants (if any) shall conform to all OSHA, federal, state,

county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Consultant.

## **ARTICLE 14** **AUDIT AND INSPECTION RIGHTS**

**14.1** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**14.2** The City may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of this Agreement. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

**14.3** The City may, as deemed necessary, require from the Consultant support and/or documentation for any submission. Upon execution of the Agreement, the Consultant agrees that the City shall have unrestricted access during normal working hours to all Consultant's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

## **ARTICLE 15** **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

## **ARTICLE 16** **PUBLIC RECORDS**

**16.1** The Consultant shall comply with The Florida Public Records Act as follows:

**16.1.1** 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.

**16.1.2** Upon request by the City's records custodian, 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.

**16.1.3** 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, and following completion of this Agreement until the records are transferred to the City.

**16.1.4** 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 the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**16.1.5** The 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.

**16.1.6 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 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 17** **OWNERSHIP OF DOCUMENTS**

**17.1** Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in his possession.

**17.2** All Consultant's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**17.3** To the fullest extent permitted by Federal and Florida law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Consultant's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Consultant's scope of work performed on the Project.

**17.4** In addition, to the fullest extent permitted by Federal and Florida law, Consultant agrees to require its sub-consultants, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to have its sub-consultants, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

**17.5** Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work, so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

**17.6** The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

**17.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for

which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization.

**17.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**17.9** All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **ARTICLE 18** **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**18.1** Consultant understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Consultant agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

**18.2** Consultant agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Consultant also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

**18.3** The knowing employment by Consultant or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

## **ARTICLE 19** **INSURANCE**

**19.1** Consultant shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:

\$100,000 each occurrence, \$100,000 general aggregate;  
Professional Liability: \$100,000;

- Products and Complete Operations Aggregate: \$100,000;
- Personal Injury and Advertising Injury: \$100,000;
- Bodily Injury, \$100,000 each person, \$100,000 each occurrence;
- Property Damage, \$100,000 each occurrence or combined single limit of \$100,000 each occurrence;
- Automobile Liability: \$100,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$100,000 each accident, \$100,000 each employee for injury by disease, \$100,000 aggregate for injury by disease.

**19.2** The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

## **ARTICLE 20** **INDEPENDENT CONTRACTOR**

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

## **ARTICLE 21** **NONDISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

## **ARTICLE 22** **COSTS AND ATTORNEY FEES**

If either City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

## **SECTION 23** **CONFLICT-OF-INTEREST**

**23.1** To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Consultant in completion of the Work tasks under this Agreement.

**23.2** Furthermore, Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Consultants or vendors providing professional services on projects assigned to Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to the City.

## **ARTICLE 24** **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

## **ARTICLE 25** **WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

## **ARTICLE 26** **BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all

provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

## **ARTICLE 27** **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

### **TO KIMLEY-HORN:**

ATTN: Stefano Viola, P.E.  
Senior Vice President  
8201 Peters Road, Suite 2200  
Plantation, Florida 33324  
Telephone: (954) 535-5100  
Fax: [REDACTED]  
Email: [Stefano.viola@kimley-horn.com](mailto:Stefano.viola@kimley-horn.com)

### **TO THE CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [rvirgin@miramarfl.gov](mailto:rvirgin@miramarfl.gov)

### **WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

## **ARTICLE 28** **CITY'S OWN FORCES**

**28.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Consultant's responsibilities under this Agreement.

**28.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Consultant's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason,

will not relieve the Consultant from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

## **ARTICLE 29** **LIMITATION OF LIABILITY**

**29.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Consultant herein, less any sums paid by the City. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Consultant herein, less any sums paid by the City.

**29.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of the fee paid to the Consultant herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

**29.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

## **ARTICLE 30** **NON-SOLICITATION**

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 31** **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## **ARTICLE 32** **WARRANTY AND GUARANTEE**

Consultant warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Consultant's profession. Consultant shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Consultant pursuant to this Agreement for four years after the date of acceptance of the Services by City. Consultant shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Consultant pursuant to this Agreement at no cost to the City.

## **ARTICLE 33** **VENUE AND JURISDICTION**

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

## **ARTICLE 34** **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only and are not a part of this Agreement. Consultant has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

## **ARTICLE 35** **SEVERABILITY**

**35.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**35.2** City and Consultant each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

## **ARTICLE 36** **REAFFIRMATION OF REPRESENTATIONS**

Consultant reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

## **ARTICLE 37** **SCRUTINIZED COMPANIES**

**37.1** 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.

**37.2** 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.

**37.3** The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**37.4** 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.

## **ARTICLE 38** **CERTIFICATE OF COMPETENCY**

Consultant shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Consultant to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Consultant's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Consultant, and in its best interest, allow Consultant to supply the certificate(s) to the City during the first week of Work or Services.

## **ARTICLE 39** **E-VERIFY PROGRAM**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company

Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

## **ARTICLE 40** **ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year written below.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**KIMLEY-HORN & ASSOCIATES:**

By: \_\_\_\_\_  
Senior Vice President  
Stefano Viola

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar, Florida only:  
\_\_\_\_\_

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	E-MAIL ADDRESS: greylingcerts@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburg	19445
	INSURER B: Allied World Assurance Co (U.S.) Inc.	19489
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Lloyd's of London	85202
	INSURER E:	
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 703776156

## 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	X Contractual Liab						MED EXP (Any one person)	\$ 25,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000	
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A A	AUTOMOBILE LIABILITY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	X UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	03127930	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 5,000,000	
	X EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	Y / N	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE	OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	N / A				E.L. EACH ACCIDENT		\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
	Professional Liability						Per Claim Aggregate		\$ 2,000,000 \$ 2,000,000

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

Re: EPA-RFQ-25-07-33, STORMWATER MASTERPLAN. The City of Miramar is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Miramar 2300 Civic Center Place, Building W Miramar FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025  
forms a part of Policy No. CA4489663  
issued to KIMLEY-HORN AND ASSOCIATES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

## ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

#### ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
  - (1) The coverage and/or limits of this policy, or
  - (2) The coverage and/or limits required by said contract or agreement.



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AUTHORIZED REPRESENTATIVE

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:****

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



December 22, 2025

Brenda Martin, JD, MBA  
Sr. Contracts Administration Manager  
City of Miramar  
2200 Civic Center Place, Bldg. W  
Miramar, Florida 33025

**Re: Proposal for City of Miramar Stormwater Master Plan  
EPA-RFQ #25-07-33  
City of Miramar, FL**

Dear Ms. Martin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the City of Miramar's "City of Stormwater Masterplan RFQ #25-07-33" is pleased to submit this proposal to the City of Miramar ("Client") for providing professional engineering services associated with developing a City-wide Stormwater Master Plan ("Project").

## **Project Understanding**

This Project shall be completed in accordance with all requirements and deliverables as stated in the State of Florida Department of Environmental Protection Agreement with the City of Miramar, Agreement No. 25PLN66, dated July 1, 2024 to June 30, 2027

The City of Miramar is looking to complete a City-wide Stormwater Master Plan (SWMP). In accordance with Federal Emergency Management Agency (FEMA) practices, the City intends to establish a clear understanding of the conditions of the existing stormwater system, identify areas with recurring or high flood risk, evaluate existing stormwater policies and infrastructure, and develop recommendations and prioritized capital projects that will serve to enhance flood protection and community resilience.

The project will include data collection and review, coordination with regional partners, hydrologic and hydraulic modeling, and evaluation of current stormwater programs and policies. The resulting SWMP will document system needs, key findings, and actionable strategies to reduce flood risk, support future growth, and strengthen the City's hazard mitigation goals.

In addition, the project will develop preliminary design plans for three (3) adaptation projects and recommendations for improvements to the City's stormwater system. These conceptual designs will be based on technical analysis, community input, and an understanding of feasibility, project benefit, and long-term implementation needs.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### **TASK 1 – STORMWATER MASTER PLAN**

The result of this task is to develop a SWMP and will be conducted in the following six (6) subtasks.

- 1.1 – Data Collection and Field Verification
- 1.2 – Existing Needs Assessment
- 1.3 – Hydrologic and Hydraulic Modeling
- 1.4 – Summary of Needed Improvements/Capital Improvement Plan
- 1.5 – Preliminary Concept Designs
- 1.6 – CRS & LMS Coordination and Compliance

#### **1.1. Data Collection and Field Verification**

Kimley-Horn will coordinate with the City, South Broward Drainage District (SBDD), and South Florida Water Management District (SFWMD) to collect, review, and evaluate readily available information for the development of the SWMP. Data collected and analyzed as part of the City's Vulnerability Assessment completed in October 2025 will also be used to support this task. The data collection will be limited to the City's jurisdictional limits and offsite areas that directly impact the City's drainage system.

Additional data will be collected for the City's primary drainage system and adjacent systems located within the City limits, including those managed by SBDD and SFWMD. Kimley-Horn will also coordinate with Broward County (BC) and the Florida Department of Transportation (FDOT) to understand the contribution of BC and FDOT's drainage system to the City's roadways, canals, and SBDD systems. Data collection includes, but are not limited to:

- Existing City ordinances, policies, and regulations for stormwater management
- Current Community Rating System (CRS) credits for the City
- Land use and NRCS soils Geographic Information Systems (GIS) coverage
- Stormwater infrastructure data, including canal locations and cross sections, catch basin locations, outfall locations, pipe sizes and inverts, and drainage basin boundaries
- Design and record drawings for completed or proposed stormwater projects
- Citizen complaint reports related to flooding or drainage issues
- Existing studies, reports, and stormwater assessments
- Records of problem areas within the stormwater system
- Relevant data from SBDD and SFWMD

In addition to reviewing available data, Kimley-Horn will coordinate with the City to determine the need for site field visits or field surveys as part of the initial data collection. Additional field survey may be collected as part of **Task 1.5** to support development of preliminary concept design concepts.

#### ***Deliverables***

- Data Collection Memorandum documenting data sources, data gaps, and coordination activities with the City, SBDD, SFWMD, and FDOT.
- GIS database of collected stormwater infrastructure data and related attributes.
- Field verification summary in the form of a GIS database (if applicable) including photos and field notes.

### **1.2. Existing Needs Assessment**

Kimley-Horn will meet with City staff to review stormwater complaints, locations of known problematic areas and areas identified as having high flood risk, collecting information relative to the nature and severity of each issue. This task will use the results and findings from the City's Vulnerability Assessment to build upon previously identified vulnerabilities and flood-prone areas, and identify opportunities to enhance resilience.

Kimley-Horn will coordinate with SBDD and SFWMD to gain an understanding of existing drainage conditions, operational challenges, and recurring problem areas that influence the City's system performance.

Kimley-Horn will evaluate the City's current stormwater system to identify vulnerabilities, capacity limitations, and opportunities to enhance resilience. This evaluation will integrate data collected under **Task 1.1**, including field observations, historical flood records, citizen feedback, prior studies, and maintenance logs. The analysis will document system performance, capacity constraints, and flood-prone areas within the City's jurisdiction and offsite areas influencing local drainage.

The assessment will also include a review of operational and maintenance practices, existing stormwater policies, and applicable regulations to identify gaps or opportunities for improvement. Findings from this task will form the foundation for subsequent subtasks and the development of recommended improvements.

#### ***Deliverables***

- Summary memorandum of identified flooding or drainage problem areas, with mapped locations and descriptions.
- GIS exhibit of flood-prone areas, drainage problem locations, and maintenance hotspots.

### **1.3. Hydrologic and Hydraulic Modeling**

Kimley-Horn will use the latest version of ICP4 software (by Streamline Technologies, Inc.) to develop a comprehensive hydrologic and hydraulic (H&H) model to evaluate the performance of the City's stormwater system under existing conditions. The model will be developed using data collected from **Task 1.1**, as well as results from the City's Vulnerability Assessment, to provide an understanding of system performance and flood risk.

Kimley-Horn will coordinate with SBDD and SFWMD to obtain relevant stormwater data, model inputs, and insights into operational conditions that can impact the City's stormwater system. All stormwater facilities within the City may not be included in the model if they are determined to have minimal influence on the study area or evaluation results. Kimley-Horn will develop an existing conditions H&H model of the City using the best available data, including field

observations, survey data, and record drawings. Basin boundaries will be delineated based on data collected under **Task 1.1**, available record drawings, and the most recent LiDAR information.

Model development will incorporate the following data:

- Stage-storage relationships
- Time of concentration
- Soil infiltration parameters
- Impervious areas
- Curve numbers and runoff coefficient
- Stormwater facility information
- Rainfall data
- Flow monitoring data (as available)
- Overland flow weirs
- Pipes, control structures, and channels, modeled using best available data (survey data, as-builts, or engineering judgment where data are not available)
- Groundwater conditions, represented as a time-stage node to simulate existing conditions

The design level of service (LOS) goal will be based on coordination with the City. Kimley-Horn will execute the existing conditions model for the following storm events:

- 5-year, 24-hour
- 10-year, 24-hour
- 25-year, 72-hour
- 100-year, 72-hour

The model will be calibrated and verified to the extent practicable using available field data, observed flood records, and stakeholder input from City staff and SBDD. Model inputs, assumptions, and results will be reviewed with the City prior to proceeding with the development of alternatives.

Following calibration and validation, Kimley-Horn will assess model results in conjunction with findings from **Task 1.2** to identify capacity constraints, system deficiencies, and priority areas for improvement. This evaluation will also consider the effects of sea level rise, tidal influence, and changing rainfall intensity to ensure recommendations support both current and future resiliency goals.

Using the existing-conditions model, Kimley-Horn will modify the model to develop baseline future conditions scenarios. Projected sea level rise will be incorporated to the model by way of adjustments to modeled boundary conditions, initial stages, and groundwater time-stage relationships. The resulting model will serve as the baseline future-conditions model for subsequent evaluations.

Kimley-Horn will execute the baseline future-conditions model for the design storm events listed above and generate flood inundation depth maps for each event to visualize the extent and depth of flooding under future conditions.

Using the verified existing-conditions and baseline future-conditions models, Kimley-Horn will then evaluate improvement alternatives designed to meet the City's LOS goals in current and future conditions and enhance resiliency to sea level rise and extreme precipitation events. The improvement alternatives will be incorporated into the baseline existing conditions and future conditions model and simulated for each design storm event.

Kimley-Horn will produce flood inundation depth maps for each improvement alternative, illustrating performance under multiple storm events and future sea level rise conditions. The evaluation will include both structural and non-structural solutions, such as roadway or pump station elevation, conveyance upgrades, storage or detention expansion, installation of control structures, green infrastructure, and water quality enhancement strategies.

***Deliverables***

- Flood inundation depth maps for existing and future conditions for 5-, 10-, 25-, and 100-year design events.
- Technical memorandum summarizing model setup and calibration, existing and future condition results, identified system deficiencies and vulnerable areas, summary of coordination with City, SBDD, and SFWMD.
- Flood inundation depth maps for each simulated alternative under future conditions for 5-, 10-, 25-, and 100-year design events.

**1.4. Summary of Needed Improvements/Capital Improvement Plan**

Utilizing the results from the previously outlined tasks, Kimley-Horn will summarize the improvements needed to upgrade the City's stormwater system and achieve the desired level of service. This task will produce a prioritized list of improvements based on a developed scoring criteria to objectively rank each proposed improvement. Scoring criteria may consider factors such as:

- Level of service improvement or reduction in flooding risk
- Cost-effectiveness and opinion of probable construction cost
- Impact on water quality and pollutant load reduction
- Feasibility of implementation, including technical, regulatory, and coordination considerations
- Resiliency to future conditions, including sea level rise and extreme rainfall events

Each improvement will be summarized with a project description, corresponding budget, and priority score, resulting in a comprehensive Capital Improvement Plan (CIP) spreadsheet. The spreadsheet will also include:

- Anticipated pollutant load reductions for each project
- Estimated Operation and Maintenance (O&M) costs
- Budgetary information to achieve level-of-service goals in identified problem areas

The CIP will focus on improvements identified in this SWMP and does not include evaluation of the City's stormwater utility management report, current stormwater utility rate, or MS4 compliance status. Those evaluations, or supporting documentation for specific basins, can be provided as an additional service if requested.

**Deliverables**

- Prioritized CIP spreadsheet summarizing each improvement project, including:
  - Project description and location
  - Opinion of probable construction cost
  - Anticipated pollutant load reductions
  - Estimated O&M costs
  - Priority ranking based on scoring criteria
- GIS exhibits showing improvement project locations.

**1.5. Preliminary Concept Design Plans**

Based on the three proposed project areas identified jointly by Kimley-Horn and the City in **Task 1.4**, Kimley-Horn will prepare concept-level design packages for each project area. For compliance with future State Revolving Fund and grant requirements, three (3) conceptual alternatives will be evaluated for each project area. One of these alternatives may include a No-Build option. The selected alternative for each project area will be designated as an adaptation project and will be mutually agreed upon by Kimley-Horn and the City prior to initiating design activities.

Each concept design submittal will include the following:

- Review field survey files, as-built/atlas information, and stormwater system inventory information provided by the City. Proposed stormwater connection points will be determined and coordinated with the City.
- Leverage Broward County Parcel GIS data along with existing stormwater information to estimate the stormwater demand for system design.
- Perform site walk to coordinate the information on the field survey provided by the City.
- Perform preliminary coordination with regulatory agencies having jurisdiction over the project to discuss permitting requirements for open cut applications, required fees, and estimated durations for approval.
- Based on City provided data, perform hydraulic modeling (limited to the project area) and data analysis to evaluate pipe sizes, capacity and flow requirements throughout the project area.
- The stormwater improvements are proposed to be located in the City's right-of-way, but coordination will be required to place new stormwater services on current private property. The Consultant will assist in identifying needs to obtain temporary and/or permanent easements in order to construct the proposed improvements, but the City will coordinate with residents as needed for access to private property. Any easements or right-of-way acquisitions including potential survey/sketches are to be addressed by the City and are not included in this scope of work. If requested by the City, this effort can be provided as an additional service.
- Using the modeling results and field survey data, the consultant shall prepare concept design plans for the proposed stormwater improvements within the project area. The concept design plans will be a horizontal alignment in plan view only for coordination of the proposed approach. Profile sheets will not be included in the concept design plans.

- The concept design plans will consist of a cover sheet with location map, index of sheets and preliminary construction notes. The stormwater improvements will be based on City of Miramar and/or Broward County Utility Standards.
- The Consultant shall submit concept design submittal for City review. The concept design plans shall be submitted on 11" x 17" plan sheets in a PDF format.
- The Consultant shall attend one (1) coordination meeting with the City to address/review comments.

This task does not include submittal to external regulatory agencies, permit approvals, or design efforts beyond those noted in the list above.

***Deliverables***

- A copy of the preliminary design documents for the three (3) identified projects with three (3) design alternatives in which the preliminary design was completed.

**1.6. CRS & LMS Coordination and Compliance**

Kimley-Horn will ensure that the SWMP is consistent with FEMA's Community Rating System (CRS) criteria and the Broward County Local Mitigation Strategy (LMS) goals to enhance the City's flood resilience and maintain eligibility for CRS credit. This task will include coordination with the Florida Division of Emergency Management (FDEM), SBDD, SFWMD, and Broward County LMS staff to ensure the SWMP can be incorporated into the next LMS update.

Kimley-Horn will perform a detailed review of the City's last CRS compliance submittal to understand what opportunities exist for additional points within the program. As part of the SWMP, Kimley-Horn will identify these opportunities and structure the SWMP to support relevant CRS activities. Activities anticipated to be supported by the SWMP include:

- Activity 330 (Outreach Projects)
- Activity 350 (Flood Protection Information)
- Activity 450 (Stormwater Management)
- Activity 510 (Floodplain Management Planning)
- Activity 530 (Flood Protection)
- Activity 540 (Drainage System Maintenance)
- Activity 542 (Capital Improvement Program)

The review will evaluate the SWMP for compliance with FEMA CRS guidance and identify opportunities for additional CRS credit or coordination with existing City programs.

***Deliverables:***

- Final SWMP report
- A signed copy of letter from LMS Chairperson that was provided to FDEM
- A Summary report of the SWMP, which outlines efforts to collect data, contains any surveys or site assessments conducted, summarizes what coordination took place with necessary entities to include dates and times and identifies entities involved, and a summary of any other activities undertaken in this task not clearly defined but necessary for the Project. Additionally, the report will include which page(s) in the plan or report each of the items in the description above is located, what coordination efforts were

undertaken to satisfy FDEM and/or CRS requirements, and a summary of outcomes and recommendations

## **TASK 2 – PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT**

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between Kimley-Horn and the City. Kimley-Horn will conduct the following meetings below during the SWMP planning and development process. Kimley-Horn will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics to be used during the meeting, as applicable. Meeting types include, but are not limited to, the types and descriptions outlined below:

### **2.1. Kick-off Meeting**

Kimley-Horn will host the kick-off meeting and prior to the meeting, Kimley-Horn will develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meetings materials as necessary.

### **2.2. Steering Committee Meetings**

At the direction of the City, Kimley-Horn will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. A minimum of two steering committee meetings is recommended towards the beginning and end of the project; however, more may be necessary to provide guidance at critical decision points throughout the project process.

### **2.3. Public Outreach Meetings**

At the direction of the City, Kimley-Horn will coordinate and schedule the quantity, dates, times, and locations for the public outreach meetings. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in the development of the SWMP.

### **2.4. Public Presentation**

Kimley-Horn will coordinate and schedule the quantity, dates, times, and locations for the public presentation. The purpose of a public presentation to local governing boards, technical committees, or other appropriated officers and elected officials is to share the findings from the final SWMP and provide recommendations of actions for implementation projects, adaptation strategies, and request support for future project funding.

#### ***Deliverables:***

- Meeting agendas that include location, date and time.
- A copy of the presentation, if applicable, and all materials created for the meeting.
- A summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

## **Additional Services**

The Consultant will provide, as requested and authorized by the City, additional services that may be required above and beyond those described in Tasks 1 through 2. These services may include but are not limited to such items as the following:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition

## Project Schedule

Kimley-Horn will provide services within a reasonable length of time to meet a mutually agreed upon schedule.

## Method of Compensation

Kimley-Horn will perform the services outlined in Tasks 1 through 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Fee
<b>Task 1 – Stormwater Master Plan</b>	<b>\$230,000</b>
1.1 – Data Collection and Field Verification	\$15,000
1.2 – Existing Needs Assessment	\$10,000
1.3 – Hydrologic and Hydraulic Modeling	\$92,000
1.4 – Summary of Needed Improvements/Capital Improvement Plan	\$15,000
1.5 – Preliminary Design Plans	\$90,000
1.6 – CRS & LMS Coordination and Compliance	\$8,000
<b>Task 2 – Public Outreach and Stakeholder Engagement</b>	<b>\$20,000</b>
<b>Total</b>	<b>\$250,000</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

The terms and conditions of the City of Miramar's "Stormwater Masterplan EPA-RFQ No. 25-07-33" shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Matt Brosman at 954-535-5109 if you have any questions.

Very truly yours,



Stefano F. Viola, P.E.  
**Senior Vice President**



Matt Brosman, P.E.  
**Deputy Project Manager**



**EPA-RFQ 25-07-33  
STORMWATER MASTERPLAN**

**Evaluation and Scoring**

**OCTOBER 9, 2025 @ 11:00 A.M.**

Firms	RATERS			TOTAL	RANKNG
	1	2	3		
CHEN MOORE	70	90	70	230	2
KIMLEY-HORN	89	90	84	263	1
SSN ENGINEERING	78	65	59	202	3