REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 19, 2024

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Invocation by Pastor Nathan Buker of Victorious Life Church
2. Pledge of Allegiance
3. Roll Call

B. STATE OF THE CITY

C. EASTPORT CRA REGULAR MEETING

D. TOWN CENTER CRA REGULAR MEETING

E. RECOGNITION AND PROCLAMATIONS

4. Police Officer of the Year - Officer Eric Meislahn
5. Firefighter of the Year - Firefighter Tyler Simmons
6. Government Finance Professionals Week Proclamation

F. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
    a. March 5, 2024 - Regular City Council Meeting
10. Bid Awards and Contract Items

a. Approval to Award RFSQ #23-18 Professional Engineering Services to seven firms: Baxter & Woodman Inc., CPH, LLC, Kimley-Horn & Associates Inc., Lassiter Transportation Group, Inc., Mead & Hunt, Inc., Stanley Consultants, Inc., and Zev Cohen & Associates Inc.

11. Approval to Co-Sponsor a Job Fair Event with Port Orange/South Daytona Chamber of Commerce
12. Approval of Community Development Fee Modifications
    a. Resolution No. 24-03 - Building Permit Fees
    b. Resolution No. 24-05 - Development Application Fees
13. Resolution No. 24-04 - Authorizing the sale of City-owned real estate on the south side of Reed Canal Road, east of Atlantic High School

G. ANNUAL CORPORATE MEETING

14. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

H. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

I. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

J. SPECIAL REPORTS

16. Fiscal Year 2023 - 2024, First Quarter Financial Report

K. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

17. Citizen Advisory Committee for TPO
18. Selection of Alternate Member to serve on the River To Sea Transportation Planning Organization (TPO) Board

L. PUBLIC HEARING

19. Approval of the Christ the King Community Church Conditional Use Extension Case No. CUSE-24-0001)

M. ADDITIONAL ITEMS

20. City Attorney
21. City Manager

N. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports
    a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette
    b. Roundtable of Elected Officials - Mayor Don Burnette
    c. Arthaus - Councilman Tracy Grubbs

O. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.

HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 5, 2024

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor Tom Nelson of First United Methodist Church

Pledge of Allegiance

Roll Call	Present:	Councilman Reed Foley Councilman Tracy Grubbs Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Don Burnette
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

> Motion to approve the agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by voice vote.

6. Approval of Minutes
   a. February 20, 2024 - Regular City Council Meeting
   b. February 22, 2024 - Town Hall Meeting
7. Bid Awards and Contract Items
   a. Approval to Award RFSQ #23-17 Professional Surveying Services to five (5) firms: Bowman Consulting Group, CPH, LLC, L&S Diversified, NV5 and Southeastern Surveying and Mapping Corp.
   b. Approval of Award RFP #24-01 General Contracting Services for Small Projects up to $200,000.

c. Approval of Task Authorization No. 7 with Mead & Hunt for Water Reclamation Facility Operating Permit Renewal

d. Approval of Task Authorization No. 10 with Kimley-Horn & Associates under the Master Contract for Engineering Services CA7763 (RSFQ 21-03) as it relates to the Sugar Forest Lift Station (LS 40) Relocation and Stormwater Improvements Project

e. Approval of Task Authorization No. 11 with Kimley-Horn & Associates for the Cypress Head Golf Club Consumptive Use Permit Renewal

f. Approval of a License Agreement with CS1031 Maplewood Estates MHC, DST for improvements to a portion of the Chamberlin Blvd. right-of-way within Maplewood Mobile Estates Subdivision

8. Approval of Revised Local Rules of Procedure

Motion to approve the Consent Agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Reed Foley. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Michelle Utter, resident, spoke about being Pfizer vaccine injured to bring awareness to others.

Michael Algri, Board Chair of the Port Orange South Daytona Chamber, thanked Council and the City Manager for their continued support.

COUNCIL COMMENTS

9. Comments/Concerns from Council Members

Councilman Reed Foley expressed his opinion on the agenda approval process and would like Item #5 removed from Council's process. Mayor Burnette explained that the agenda approval is to prevent members bringing surprise items at the end of meetings. However, every year, Council's Local Rules of Procedures are brought forth to adopt and changes can be discussed at that time for Council to vote on.

Councilman Tracy Grubbs reminded residents to be cautious of the PACE program postcards that are showing up in mailboxes and to make sure the contractors are properly licensed. He also thanked staff on the paving projects and mentioned Thrive Church will be doing their groundbreaking on Monday, March 11.

Vice Mayor Scott Stiltner complimented the great events at Riverwalk Park and everyone, including staff, that is a part of them.

Mayor Burnette asked City Manager, Wayne Clark, for an update on the traffic lights being out along Nova Road (from Herbert Street heading south toward Dunlawton Ave)

since Hurricane Ian. Mr. Clark informed him that there was an issue in determining if there was power or not to that section of lights. Staff was advised by FPL that they have found good power within that area and put a work order in to the Department of Transportation, which was around late December 2023. At the request of Mayor Burnette, Mr. Clark will follow up on the status.

SPECIAL REPORTS

10. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager of KemperSports, provided an update on the financial and condition of the Cypress Head Golf Course.

PUBLIC HEARING

11. Hammock Preserve Project

Mayor Burnette opened Items #11a and #11b to be discussed together and then voted on individually.

a. First Reading – Ordinance No. 2024-02 - 23-1 Large-Scale Comprehensive Amendment/Hammock Preserve (Case No. CPAM-23-0001)

Mayor Burnette read Ordinance No. 2024-02.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR +5.2 ACRES OF PARCEL 6201-00-00-0010 FROM URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) TO COMMERICAL; AMENDING THE FUTURE LAND USE DESIGNATION FOR +29.9 ACRES OF PARCEL 6201-00-00-0012 FROM SUBURBAN RESIDENTIAL (0-2 UNITS/ACRE) TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE); AMENDING THE FUTURE LAND USE DESIGNATION FOR +2.5 ACRES OF PARCEL 6201-00-00-0012 FROM SUBURBAN RESIDENTIAL (0-2 UNITS/ACRE) TO COMMERCIAL; WITH TEXT AMENDMENT ADDING A FUTURE LAND USE ELEMENT POLICY TO PROVIDE DENSITY/INTENISTY LIMITS FOR THE OVERALL ±149.2-ACRE PROPERTY GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MADELINE AVENUE, EAST OF WILLIAMSON BOULVARD; AUTHORIZE TRANSMITTAL TO

REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2024-02 was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

b. First Reading – Ordinance No. 2024-03 – PUD Rezoning and Hammock Preserve Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-23-0007)

Mayor Burnette read Ordinance No. 2024-03.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±32.4 ACRES OF PARCEL 6201-00-00-0012 FROM R-8SF (SINGLE-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT AND ESTABLISHING THE HAMMOCK PRESERVE PLANNED UNIT DEVELOPMENT PUD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR A ±149.2 ACRE SITE GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MADELINE AVENUE, EAST OF WILLIAMSON BOULVARD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2024-03 was made by Vice Mayor Scott Stiltner and seconded by Councilman Reed Foley.

Penelope Cruz, Planning Manager, provided details of each request consisting of three parcels.

Mark Watts, Attorney with Cobb Cole, spoke about the history of Williamson Blvd., the proposed PUD and traffic. Jessica Gow, Attorney with Cobb Cole, spoke more on the design, conceptual plan, and setbacks. Kris Rowley, Zev Cohen and Associates, spoke on drainage and waterflow.

Council recessed at 7:40 p.m. and reconvened at 7:48 p.m.

Attorney Watts, Attorney Gow and Mr. Rowley answered questions from Council about run off water and traffic.

Multiple residents support the project but expressed their concerns regarding the B-19 canal flooding, the amount of units being proposed, and making sure residents are aware of what entity (City, County, private, etc.) is responsible for maintaining certain sections of the development.

Mr. Rowley, Attorneys Gow and Watts addressed residents' concerns.

Motion to amend Ordinance No. 2024-03 to allow commercial restriction of operating hours between 6 a.m. to 10 p.m. on parcel 2 was made by Councilman Tracy Grubbs and seconded by Councilman Reed Foley. Motion to amend the motion carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

Main motion as amended to approve Ordinance No. 2024-03 carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

Council recessed at 9:14 p.m. and reconvened at 9:21 p.m.

ADDITIONAL ITEMS

12. City Attorney

There was nothing further.

13. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

14. City Council Committee Reports

a. River to Sea TPO - Councilman Reed Foley

Councilman Foley stated the most recent meeting did not have a quorum.

b. Fire Pension Board - Councilman Reed Foley

Councilman Foley provided details from their recent meeting.

c. Police Pension Board - Councilman Drew Bastian

Councilman Bastian provided details from their recent meeting.

d. First Step Shelter - Mayor Don Burnette

Mayor Burnette provided details from their recent meeting.

e. General Employees Pension Board - Vice Mayor Scott Stiltner

Vice Mayor Stiltner provided details from their recent meeting.

ADJOURNMENT – 9:27 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (F10a) Approval to Award RFSQ #23-18 Professional Engineering Services to seven firms: Baxter & Woodman Inc., CPH, LLC, Kimley-Horn & Associates Inc., Lassiter Transportation Group, Inc., Mead & Hunt, Inc., Stanley Consultants, Inc., and Zev Cohen & Associates Inc.

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 2 - Infrastructure; 3 - Quality of Life; 5 - Fiscal Sustainability

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RECOMMENDED MOTION: Move to approve award of RFSQ #23-18, Professional Engineering Services to Baxter & Woodman, Inc., CPH, LLC, Kimley-Horn & Associates Inc., Lassiter Transportation Group, Inc., Mead & Hunt, Inc., Stanley Consultants, Inc., and Zev Cohen & Associates Inc.; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On December 6, 2023, the City received thirteen (13) Statements of Qualifications for RFSQ #23-18, Professional Engineering Services. Each submittal was evaluated based on qualifications including but not limited to project experience similar to the City's needs, professional Licensure, and years of experience. Statements were reviewed by an Evaluation Committee and scored at a noticed public meeting on January 17, 2024. After reviewing and scoring the Statements of Qualifications, the Evaluation Committee agreed by consensus to recommend for award the following seven (7) firms: Baxter & Woodman Inc., CPH, LLC, Kimley-Horn & Associates Inc., Lassiter Transportation Group, Inc., Mead & Hunt, Inc., Stanley Consultants, Inc., and Zev Cohen & Associates Inc. Professional Engineering Services are utilized for a variety of projects administered by various City departments. Examples include:

1. Design of St. Johns River-to-Sea Loop Trail (Spruce Creek Rd)
2. Down Under Masterplan
3. Design of North Spruce Creek Sidewalk
4. ADA Transition Plan
5. Landscape design for US1 and Dunlawton Avenue

The resulting contracts have an initial term of three years, with two two-year renewals available.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Baxter & Woodman, Inc. RFSQ 23-18 Professional Engineering Services Master Contract for Services	Baxter & Woodman, Inc. RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
2.	CPH, LLC RFSQ 23-18 Professional Engineering Services Master Contract for Services	CPH, LLC RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
3.	Lassiter Transportation Group, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services	Lassiter Transportation Group, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
4.	Mead & Hunt, Inc - RFSQ 23-18 Professional Engineering Services Master Contract for Services	Mead & Hunt, Inc - RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
5.	KImley Horn and Associates, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services	KImley Horn and Associates, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
6.	Stanley Consultants, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services	Stanley Consultants, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
7.	Zev Cohen & Associates, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services	Zev Cohen & Associates, Inc. - RFSQ 23-18 Professional Engineering Services Master Contract for Services.pdf
8.	RFSQ 23-18 Professional Engineering Services FINAL 103123	RFSQ 23-18 Professional Engineering Services FINAL 103123.pdf
9.	RFSQ 23-18 Professional Engineering Services Addendum 1 Final 112223	RFSQ 23-18 Professional Engineering Services Addendum 1 Final 112223.pdf
10.	RFP #23-18 Professional Engineering Services Ranking Summary 01182024	RFP #23-18 Professional Engineering Services Ranking Summary 01182024.pdf
11.	RFSQ 23-18 Notice of Intent to Award	RFSQ 23-18 Notice of Intent to Award.pdf
12.	Baxter&Woodman_Proposal for RFSQ #23-18 Professional Engineering Services_Digital	Baxter&Woodman_Proposal for RFSQ #23-18 Professional Engineering Services_Digital.pdf
13.	B&W W9	B&W W9.pdf
14.	B & W COI expires 1 1 2025	B & W COI expires 1 1 2025.pdf
15.	B & W RFSQ 23-18 Affidavit Regarding Workers Comp	B & W RFSQ 23-18 Affidavit Regarding Workers Comp.pdf
16.	B & W RFSQ 23-18 Leased Employee Affidavit	B & W RFSQ 23-18 Leased Employee Affidavit.pdf
17.	B & W Supplier Application 2.1.22	B & W Supplier Application 2.1.22.pdf
18.	B&W Negotiatied Rates	B&W Negotiatied Rates.pdf
19.	CPH Proposal_RFQ23-18	CPH Proposal_RFQ23-18.pdf
20.	CPH Negotiated Rates	CPH Negotiated Rates.pdf
21.	CPH AFFIDAVIT REGARDING WORKER’S COMPENSATION	CPH AFFIDAVIT REGARDING WORKER’S COMPENSATION.pdf

22.	CPH COI expires 7 1 2024 and 12 31 2024	CPH COI expires 7 1 2024 and 12 31 2024.pdf
23.	CPH Consulting LLC - Form W-9	CPH Consulting LLC - Form W-9.pdf
24.	CPH -Supplier Application	CPH -Supplier Application.pdf
25.	CPH RFSQ 23-18 Leased Employee Affidavit	CPH RFSQ 23-18 Leased Employee Affidavit.pdf
26.	Kimley-Horn RFSQ 23-18_ Proposal	Kimley-Horn RFSQ 23-18_ Proposal.pdf
27.	Kimley-Horn Negotiated Rates	Kimley-Horn Negotiated Rates.pdf
28.	Kimley-Horn RFSQ 23-18 Leased Employee Affidavit KH	Kimley-Horn RFSQ 23-18 Leased Employee Affidavit KH.pdf
29.	Kimley-Horn W-9 Form 2024	Kimley-Horn W-9 Form 2024 .pdf
30.	Kimley-Horn RFSQ_23-18 Affidavit Regarding Workers Comp KH	Kimley-Horn RFSQ_23-18 Affidavit Regarding Workers Comp KH.pdf
31.	Kimley-Horn Supplier Application 2.1.22 with W9 - Copy	Kimley-Horn Supplier Application 2.1.22 with W9 - Copy.pdf
32.	Lassiter Transportation Group RFSQ 23-18_ Proposal	Lassiter Transportation Group RFSQ 23-18_ Proposal.pdf
33.	Lassiter COI expires 12 4 2024	Lassiter COI expires 12 4 2024.pdf
34.	Lassiter RFSQ 23-18 Affidavit Regarding Worker's Comp, Executed	Lassiter RFSQ 23-18 Affidavit Regarding Worker's Comp, Executed.pdf
35.	Lassiter RFSQ 23-18 Leased Employee Affidavit, Executed	Lassiter RFSQ 23-18 Leased Employee Affidavit, Executed.pdf
36.	Lassiter Supplier Application 2.1.22 with W9, 1-29-2024	Lassiter Supplier Application 2.1.22 with W9, 1-29-2024.pdf
37.	Lassiter Transportation Group Negotiated Rates	Lassiter Transportation Group Negotiated Rates.pdf
38.	Mead Hunt Supplier Application 2.1.22 with W9 Port Orange	Mead Hunt Supplier Application 2.1.22 with W9 Port Orange.pdf
39.	Mead Hunt Billing Rate Schedule 2024	Mead Hunt Billing Rate Schedule 2024.pdf
40.	Mead Hunt COI expires 7 1 2024	Mead Hunt COI expires 7 1 2024.pdf
41.	Mead Hunt RFSQ 23-18 Affidavit Regarding Worker's Comp	Mead Hunt RFSQ 23-18 Affidavit Regarding Worker's Comp.pdf
42.	Mead Hunt RFSQ 23-18 Leased Employee Affidavit for Mead and Hunt, Inc.	Mead Hunt RFSQ 23-18 Leased Employee Affidavit for Mead and Hunt, Inc..pdf
43.	Mead Hunt RFSQ 23-18_ Proposal	Mead Hunt RFSQ 23-18_ Proposal.pdf
44.	Stanley Consultants RFSQ 23-18_ Proposal	Stanley Consultants RFSQ 23-18_ Proposal.pdf
45.	Stanley Negotiated Rates	Stanley Negotiated Rates.pdf
46.	Stanley COI Exp 1 1 2025	Stanley COI Exp 1 1 2025.pdf
47.	Stanley Supplier Application 2.1.22 with W9 - Copy	Stanley Supplier Application 2.1.22 with W9 - Copy.pdf
48.	Stanley Prof Liab COI Exp 10 5 2024	Stanley Prof Liab COI Exp 10 5 2024.pdf
49.	Stanley RFSQ 23-18 Affidavit - Worker's Comp 2024-01-30	Stanley RFSQ 23-18 Affidavit - Worker's Comp 2024-01-30.pdf
50.	Stanley RFSQ 23-18 Leased Employee Affidavit 2024-01-30	Stanley RFSQ 23-18 Leased Employee Affidavit 2024-01-30.pdf

51.	Zev Cohen RFSQ #23-18 Proposal	Zev Cohen RFSQ #23-18 Proposal.pdf
52.	ZCA COI Exp 11 21 2024	ZCA COI Exp 11 21 2024.pdf
53.	ZCA Leased Employee Affidavit	ZCA Leased Employee Affidavit.pdf
54.	ZCA Negotiated Rate Schedule	ZCA Negotiated Rate Schedule.pdf
55.	ZCA Supplier Application 2.1.22	ZCA Supplier Application 2.1.22.pdf
56.	ZCA W-9 2024	ZCA W-9 2024.pdf
57.	ZCA Worker's Compensation Affidavit	ZCA Worker's Compensation Affidavit.pdf

Margaret Tomlinson	Created/Initiated - 2/15/2024
Tim Burman	Approved - 2/15/2024
John McKinney	Approved - 2/21/2024
Matthew Jones	Approved - 3/8/2024
Wayne Clark	Approved - 3/12/2024
Tracee Cody	Final Approval - 3/12/2024

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this __day of ____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BAXTER & WOODMAN, INC.** ("Engineer"), an Illinois corporation, registered to transact business in Florida, with its principal place of business at 8678 Ridgefield Road, Crystal Lake, Illinois 60012. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, if any, as provided in Exhibit "1." This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract period. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they

exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the

Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval

or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure

requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Baxter & Woodman, Inc.
Attention: John V. Ambrose, CEO
8678 Ridgefield Road
Crystal Lake, Illinois 60012
Telephone: (772) 283-1413
E-Mail: ccassagnol@baxterwoodman.com

200 East Robinson Street
Suite 555
Orlando, Florida 32801

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization

under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

BAXTER & WOODMAN, INC.

_____

Printed Name: _____

By: _____

John V. Ambrose, CEO

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	$260
Vice President	$250
Engineer VII	$240
Engineer VI	$230
Engineer V	$210
Engineer IV	$195
Engineer III	$175
Engineer II	$155
Engineer I	$135
Engineering Intern	$80
Construction Manager II	$200
Construction Manager I	$180
Engineering Tech V	$180
Engineering Tech IV	$155
Engineering Tech III	$140
Engineering Tech II	$120
Engineering Tech I	$100
Environmental Scientist V	$185
Environmental Scientist IV	$170
Environmental Scientist III	$150
Environmental Scientist II	$130
Environmental Scientist I	$110
Professional Surveyor	$200
Survey Manager	$170
Survey Crew Chief	$140
Surveyor, Project	$120
Survey Technician	$90
Spatial Technology Manager	$195
Spatial Technology Professional III	$170
Spatial Technology Professional II	$140
Spatial Technology Professional I	$130
Production Manager	$180
CADD Tech III	$150
CADD Tech II	$135
CADD Tech I	$100
Urban Planner V	$185
Urban Planner IV	$165
Urban Planner III	$145
Urban Planner II	$125
Urban Planner I	$100
Administrative Support I to IV	$100
Marketing Professional I to IV	$150
Communication Specialist I to IV	$150
Accounting Professional I to IV	$120
IT Professional I to III	$120
Data Analyst I to III	$140

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Baxter & Woodman, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Baxter & Woodman, INC.** ("Engineer"), an Illinois corporation, registered to transact business in Florida, with its principal place of business at 8678 Ridgefield Road, Crystal Lake, Illinois 60012, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

BAXTER & WOODMAN, INC.

_____

Printed Name: _____

By: _____

John V. Ambrose, CEO

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this __day of ____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CPH Consulting, LLC** ("Engineer"), a Florida corporation, whose principal place of business is located at 500 West Fulton Street, Sanford, Florida 32771-1220. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified

by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus ten percent (10%). Compensation for any authorized cost related to a Subconsultant, which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus seven percent (7%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by

the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services

and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)
(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:
1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
CPH Consulting, LLC
Attention: David Mahler, Authorized Member
500 West Fulton Street
Sanford, Florida 32771-1220
Telephone: (407) 322-6841
E-Mail: info@cphcorp.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this

Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

CPH CONSULTING, LLC

_____

Printed Name: _____

By: _____

David Mahler, Authorized Member

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

HOURLY BILLING RATES

Effective: September 14, 2023

Category	Rate
Principal I	$360
Discipline Manager II	$335
Discipline Manager I	$290
Project Manager V	$310
Project Manager IV	$285
Project Manager III	$260
Project Manager II	$210
Project Manager I	$185
Manager II	$210
Manager I	$185
Engineer V	$285
Engineer IV	$260
Engineer III	$235
Engineer II	$210
Engineer I	$185
Architect V	$285
Architect IV	$260
Architect III	$235
Architect II	$210
Architect I	$185
Interior Designer	$145
Landscape Architect III	$210
Landscape Architect II	$185
Landscape Architect I	$160
Designer V	$200
Designer IV	$185
Designer III	$165
Designer II	$145
Designer I	$130
Scientist III	$210
Scientist II	$160
Scientist I	$135

Category	Rate
Coordinator III	$190
Coordinator II	$165
Coordinator I	$145
Planner III	$205
Planner II	$180
Planner I	$150
GIS Manager	$210
GIS Analyst III	$160
GIS Analyst II	$135
GIS Analyst I	$110
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$160
Analyst II	$145
Analyst I	$130
CADD III	$160
CADD II	$130
CADD I	$110
Administrative V	$170
Administrative IV	$130
Administrative III	$110
Administrative II	$100
Administrative I	$90
Project Administrator II	$170
Project Administrator I	$130
Intern II	$95
Intern I	$80
Graphic Designer III	$185
Graphic Designer II	$170
Graphic Designer I	$160

Category	Rate
Construction Manager II	$210
Construction Manager I	$190
Construction Rep III	$190
Construction Rep II	$170
Construction Rep I	$145
Surveyor III	$210
Surveyor II	$160
Surveyor I	$135
Crew Chief	$130
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

cph

~~*Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*~~

**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and CPH Consulting, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CPH Consulting, LLC** ("Engineer"), a Florida corporation, whose principal place of business is located at 500 West Fulton Street, Sanford, Florida 32771-1220, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____**,** as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

CPH CONSULTING, LLC

_____

Printed Name: _____

By: _____

David Mahler, Authorized Member

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this ___day of _____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **LASSITER TRANSPORTATION GROUP, INC. d/b/a LTG, INC.** ("Engineer"), a Florida corporation, whose principal place of business is located at 1450 West Granada Boulevard, Suite 2, Ormond Beach, Florida 32174. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, if any, as provided in Exhibit "1." This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract period. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they

exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the

Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval

or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure

requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Lassiter Transportation Group, Inc. d/b/a LTG, Inc.
Attention: Robert Sans Lassiter, President
1450 West Granada Boulevard, Suite 2,
Ormond Beach, Florida 32174
Telephone: (386) 257-2571
E-Mail: info@ltg-inc.us

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this

Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

LASSITER TRANSPORTATION GROUP, INC. d/b/a LTG, INC.

_____
Printed Name: _____

By: _____
Robert Sans Lassiter, PE, President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____
Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

ATTACHMENT A

Standard Hourly Billing
Rates for CSC 3 years
Effective February
2024

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	$ **355**
2	Sr. Project Manager	$ **285**
3	Project Manager	$ **225**
4	Sr. Project Engineer/Sr. Project Planner	$ **210**
5	Project Engineer/Project Planner/Project Coordinator	$ **195**
6	Sr. Engineer Intern	$ **175**
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	$ **155**
8	Sr. Designer	$ **185**
9	Designer	$ **140**
10	Sr. Technician/Technical Writer/Transportation Analyst	$ **130**
11	Technician	$ **105**
12	Administrative Assistant	$ **120**
14	Comptroller	$ **215**
16	Student Intern	$ **90**
17	Business Development	$ **185**
	COURT TESTIMONY	
40	Actual Testimony	$ **500**
40	Preparation Time	$ **500**

LTG Engineering & Planning

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Lassiter Transportation Group, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Lassiter Transportation Group, Inc. d/b/a LTG, Inc.** ("Engineer"), a Florida corporation, whose principal place of business is located at 1450 West Granada Boulevard, Suite 2, Ormond Beach, Florida 32174, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

LASSITER TRANSPORTATION GROUP, INC. d/b/a LTG, INC.

_____

Printed Name: _____

By: _____

Robert Sans Lassiter, PE, President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this __day of _____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **Mead & Hunt, Inc.** ("Engineer"), a Wisconsin corporation, registered to transact business in Florida, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). Compensation for any authorized cost related to a Subconsultant, which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by

the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services

and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.
(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Mead & Hunt, Inc.
Attention: Brad Blais, Vice President
2440 Deming Way,
Middleton, Wisconsin 53562-1562
Telephone: (386) 761-6810
E-Mail: brad.blais@meadhunt.com

4401 Eastport Parkway
Port Orange, Florida 32127

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and

any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

MEAD & HUNT, INC.

_____

Printed Name: _____

By: _____

Brad Blais, Vice President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

MEAD & HUNT, Inc.
Billing Rate Schedule for Contract RFSQ #23-18

Standard Billing Rates

Clerical	$99.00 / hour
Technical Editor	$149.00 / hour
Technical Writer	$125.00 / hour
Administrative Assistant	$125.00 / hour
Technician I	$125.00 / hour
Technician II, Surveyor - Instrument Person	$149.00 / hour
Technician III	$169.00 / hour
Technician IV	$189.00 / hour
Senior Technician	$199.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$159.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$189.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$199.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$219.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$229.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$249.00 / hour
Senior Associate	$279.00 / hour
Principal	$329.00 / hour
Senior Client/Project Manager	$279.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses Such as reproductions, sub-consultants / contractors, etc.	cost plus 15%

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. ~~Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.~~

~~This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2027, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.~~

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Mead & Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead & Hunt, Inc.** ("Engineer"), a Wisconsin corporation, registered to transact business in Florida, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

MEAD AND HUNT, INC.

_____

Printed Name: _____

By: _____

Brad Blais, Vice President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this __day of _____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **Kimley-Horn and Associates, Inc.** ("Engineer"), a North Carolina corporation, registered to transact business in Florida, and whose principal place of business is located at 421 Fayetteville Street, Suite 600, Raliegh, North Carolina 27601. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables, if any, as provided in Exhibit "1." Compensation for any authorized cost related to a Subconsultant, which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by

the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services

and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Kimley-Horn ands Associates, Inc.
Attention: Jonathan D. Thigpen, Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
Telephone: (407) 898-1511
Facsimile: (561) 863-8175
E-Mail: Jonathan.Martin@Kimley-Horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name: _____

By: _____

Jonathan D. Thigpen, Vice President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

Kimley-Horn and Associates, Inc.

Schedule of Hourly Billing Rates

City of Port Orange

RFSQ #23-18

Classification	*Hourly Rate*
Senior Professional II	$345.00
Senior Professional I	$275.00
Professional II	$235.00
Professional I	$200.00
Analyst II	$175.00
Analyst I	$140.00
Senior Technical Support Staff	$195.00
Technical Support Staff	$140.00
Support Staff	$105.00

Notes:

~~1. Billing rates listed in the table above are for the period from FY2024 through FY2026~~

2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost.

February 12, 2024

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.** ("Engineer"), a North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name: _____

By: _____

Jonathan D. Thigpen, Vice President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this ___day of _____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **Stanley Consultants, Inc.** ("Engineer"), an Iowa corporation, registered to transact business in Florida, with its principal place of business at 225 Iowa Avenue, Muscatine, Iowa 52761-3764. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, if any, as provided in Exhibit "1." This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract period. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by

the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services

and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Stanley Consultants, Inc.
Attention: Kate C. Harris, CEO
225 Iowa Avenue
Muscatine, Iowa
Telephone: (386) 753-0558
E-Mail: MorrowRick@StanleyGroup.com

80 Spring Vista Drive
Suite 100
DeBary, Florida 32713

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and

any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

STANLEY CONSULTANTS, INC.

_____

Printed Name: _____

By: _____

Kate C. Harris, CEO

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

Hourly Rates

Stanley Consultants INC.

Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	**City of Port Orange - Continuing Services RFSQ #23-18**
Description	**Professional Engineering Services**
Location	**Port Orange, FL**

Hourly Rates subject to revision on or after . . . . . 1 Feb 2027

Billing Title	Hourly Rate
Engineering Tech	$137.50
Sr. Engineering Tech	$152.00
Engineer Intern 1	$168.00
Engineer Intern 2	$184.00
Sr. Designer	$200.00
Engineer 1	$216.50
Engineer 2	$250.00
Senior Engineer 1	$266.50
Senior Engineer 2	$298.50
Chief Engineer 1	$320.00
Chief Engineer 2	$367.00

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Stanley Consultants, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Stanley Consultants, Inc.** ("Engineer"), an Iowa corporation, registered to transact business in Florida, with its principal place of business at 225 Iowa Avenue, Muscatine, Iowa 52761-3764, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

STANLEY CONSULTANTS, INC.

_____

Printed Name: _____

By: _____

Kate C. Harris, CEO

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this __day of _____ _____, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ZEV COHEN & ASSOCIATES, INC.** ("Engineer"), a Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, if any, as provided in Exhibit "1." This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract period. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they

exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price, or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the

Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors*.

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub- subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval

or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure

requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractor to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission Granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

☒	Professional Liability & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)
(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *Notice* For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida
32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer:
Zev Cohen & Associates, Inc.
Attention: M. Dwight Durant, Director
300 Interchange Boulevard
Suite C
Ormond Beach, Florida 32174
Telephone: (386) 677-2482
Facsimile: (386)677-2505
E-Mail: ddurant@zevcohen.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

28. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

_____

Printed Name: _____

By: _____

M. Dwight Durant, Director

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 · Fax: 386-677-2505
www.ZevCohen.com

2024 Hourly Rate Schedule

Principal	$230.00
Department Director	$215.00
Senior Professional Engineer	$190.00
Senior Registered Landscape Architect	$180.00
Project Manager	$180.00
Senior Planner	$160.00
Senior Biologist/Env. Scientist/GIS Analyst	$170.00
Professional Engineer	$155.00
Registered Landscape Architect	$150.00
Environmental Scientist II/GIS Specialist II	$115.00
Engineer II	$115.00
Landscape Architect II	$115.00
Planner II	$115.00
Senior Designer	$110.00
Environmental Scientist I/GIS Specialist I	$105.00
Engineer I	$105.00
Landscape Architect I	$105.00
Planner I	$105.00
Designer	$ 95.00
CADD Manager	$120.00
Senior CADD Technician	$110.00
CADD Technician	$100.00
Construction Administration Manager	$145.00
Construction Administrator	$120.00
Construction Administration Technician	$100.00
IT Manager	$105.00
Certified Soil Scientist	$170.00
Certified Arborist	$110.00
Landscape Designer	$ 95.00
Engineering Technician	$ 85.00
Biological Technician	$ 70.00
Technical Assistant	$ 70.00
Senior Clerical	$ 65.00
Clerical	$ 55.00

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Zev Cohen & Associates, Inc.** ("Engineer"), a Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

_____

Printed Name: _____

By: _____

M. Dwight Durant, Director

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

Professional Engineering Services

RFSQ #23-18

City of Port Orange Purchasing Division

Prepared by: Chip Kent, Purchasing Agent
Release Date: November 03, 2023

Due Date & Time: November 29, 2023 at 2:30 P.M.

Legal Notice to Respondents

RFSQ #23-18
Professional Engineering Services

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #23-18 Professional Engineering Services. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M. Eastern Standard Time (EST)on November 29, 2023 which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud November 29, 2023 at 2:30 P.M. EST in Council Chambers.

DESCRIPTION: The City of Port Orange, is seeking Statements of Qualifications from qualified professional individuals and/or firms interested in providing civil engineering, traffic engineering and transportation planning, landscape architectural, environmental and planning services, geotechnical engineering services, hydrologic and hydraulic analysis and design, feasibility and due-diligence studies, drainage studies, master planning and grant procurement and grant administration services for the City of Port Orange for preparation of a variety of projects being administered by various City departments.

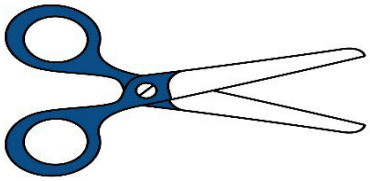
All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time proposers, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential proposers, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing webpage at https://www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com. All questions shall be directed in writing to Chip Kent, Purchasing Agent, at ckent@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFSQ #23-18 Professional Engineering Services"** in the subject line. Last day for questions will be November 17, 2023 at 5:00 P.M. EST

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the statement where requested.



SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN

SEALED STATEMENT NO. **RFSQ #23-18**

STATEMENT TITLE: **Professional Engineering Services**

DUE DATE AND TIME: **NOVEMBER 29, 2023 AT 2:30 P.M. EST.**

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: CHIP KENT
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from qualified individuals and/or firms that are interested in providing the City of Port Orange Professional Engineering Services.

NOTE: The City may not accept statements from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

The awarded firms may be tasked with services that will be partially funded by federal grant programs; therefore, Respondents should review the federal laws and regulations related to FEMA, HUD, FHWA and other federal programs and the Compliance with Federal Standards language referenced and contained herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Respondent's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, five (5) identical copies and one (1) digital (USB flash drive) version in pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed. All times Eastern Standard Time (EST)

DESCRIPTION	DATE
Date of Distribution	November 03, 2023
Deadline for Questions	November 17, 2023 by 5:00 PM
Final Addendum Posting (if needed)	November 22, 2023 by 5:00 PM
Statements Due	**November 29, 2023 by 2:30 PM**
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Statements must be delivered in a sealed envelope/package to:

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

Statements of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time (Eastern Standard Time).

Statements of Qualifications shall be sealed, and Respondents shall clearly indicate on the outside of their statement the following:

a) Request for Statement of Qualifications (RFSQ) Number and Title
b) Date of Opening
c) Name of Respondent
d) Address of Respondent

Due to the timing of mail service, the City cautions Respondents to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your statement is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, fax or email will not be accepted.

All Statements of Qualifications will be opened publicly, and the names of all Respondents shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements of Qualifications or parts of Statements of Qualifications if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFSQ

All questions shall reference "RFSQ #23-18 Professional Engineering Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
ckent@port-orange.org **and**
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Statement due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Respondents must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent's license registered as "Active". (The responding firm's registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Respondents are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Respondents and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS
Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS
If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL
Unless otherwise specified, Respondent shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Respondents. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS
Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Respondents shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS
Statements shall NOT be withdrawn for a period of one-hundred-twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS
Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY
The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY
The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS
The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

• **Planning and Feasibility Studies:**
o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• Survey, Environmental, Geotechnical, and other support services:
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• Permitting services such including but not to:
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• Grant Support Services including but not to:
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• Coordination with:
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
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3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered Engineering and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a response, depending on the type of competitive solicitation being issued.

39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts to commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Statement Due Date. Respondents should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this statement to a Formal Solicitation, the Respondent affirms that this statement is without previous understanding, agreement or connection with any person, business or corporation submitting a statement for the same materials, supplies or equipment, and that this statement is in all respects fair and without collusion or fraud. Additionally, Respondent agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this statement for the Respondent. In submitting a statement to the City of Port Orange, the Respondent offers and agrees that if the statement is accepted, the Respondent shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

4. **ASSIGNMENT**

The successful Respondent shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Respondent from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its statement that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. **AWARD AND EXECUTION OF CONTRACT**

The Respondent(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. **AWARDS**

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, statement, or quote for purchase of services and goods by the City of Port Orange.

8. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

9. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Respondent will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

10. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

11. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

12. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

13. CONDUCT OF RESPONDENTS

All Respondents or individuals acting on behalf of a Respondent are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Respondent. All Respondents or individuals acting on behalf of a Respondent are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Respondent. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Statement Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

16. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Respondents must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Respondents business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

17. CONTRACT

Any acquisition above the $100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Statements or to waive any and all non-substantial irregularity in Statements received, whenever such waiver or rejection is in the best interest of the City.

18. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Respondent. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

19. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Respondent. Any price escalations are limited to those stated by the Respondent on the original Statement.

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

Respondent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Statement, and successful Respondent agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

22. COST INCURRED BY RESPONDENT

All expenses, including costs for required bonds, involved with the preparation and submission of Statements to the City or any work performed in connection therewith shall be borne by the Respondent. No payment shall be made for any statement received, nor for any other effort required of or made by the Respondent prior to commencement of work as defined by the contract approved by the City Council.

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.12 as required in the RFSQ may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

In the event of default by the Respondent the City reserves the right to procure the item(s) solicited from other sources and hold the Respondent responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Respondent for a period of 36 months from the date of default.

25. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Statement the name of any officer, director or agent who is also an employee of the City. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

26. E-VERIFY

Respondents shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the

subcontractor during the term of contract. Respondents shall complete Form 9.11 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

The City reserves the right to inspect Respondent's facilities at any time.

29. FAILURE TO RESPOND

If the Respondent elects not to submit a statement, please return the enclosed "No Submittal Statement Form" Form 9.14 by the statement due date and state the reason(s) for not proposing. Failure to respond, either by submitting a statement, or by submitting a " No Submittal Statement" three (3) times, shall result in the Respondent's name being removed from the City's mailing list.

30. FINANCIAL STABILITY

Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

31. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

32. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

33. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

34. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Respondent/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

35. HIPAA COMPLIANCE

The Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as

amended, referred to as "HIPAA," to the extent that the Respondent uses, discloses or has access to protected health information as defined by HIPAA.

36. INDEMNIFICATION/HOLD HARMLESS

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

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the City. The Respondent represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that the City cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

39. INSURANCE

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Respondent to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

41. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum

rating of “A-” in the “Best Key Rating Guide” published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of page left intentionally blank]

Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million to be determined by the City	If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. If vessels involved, Jones Act coverage with limits of $500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	Limits: Combined Single Limit Bodily Injury and Property damage: $1,000,000 each occurrence $1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission grated to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under $200,000		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

42. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or apbilling@port-orange.org. . In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

43. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

44. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

45. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Respondent shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

46. LICENSES, PERMITS AND TAXES

The Respondent shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Respondent shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

47. LITERATURE (if applicable)

If no brand, model or make is specified, Respondents shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

48. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

49. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent understands and agrees that any resulting contractual relationship is non- exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

50. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

51. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

52. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

53. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Statements; re-advertise the Solicitation for new Statements; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Statements received as a result of the Solicitation, or to accept that Statement which best serves the interest of the City.

54. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

55. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

56. STATEMENT RETURNS

Respondents shall return all completed Statements to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Respondents unopened.

57. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Respondent must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

58. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

59. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

60. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Respondent list.

61. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org , CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

62. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that

Respondents will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Respondent, or where a Respondent answers questions. In other words, neither Respondents, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Respondents, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

64. RECORDS/AUDIT

The Respondent shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Respondents may be required to submit additional information which the City may deem necessary to further evaluate the Respondent's qualifications to perform under the terms of the Solicitation and subsequent Contract.

66. REVIEW OF STATEMENTS SUBMISSIONS

Each Statement will be reviewed to determine if the Statement is responsive to the submission requirements outlined in the Solicitation. A responsive Statement is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Statement non- responsive.

67. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Respondent the exact terms and conditions of the Contract.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Statement due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All statements, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Respondents shall become the property of the City when received.

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Respondents shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

71. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

72. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

73. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

74. SIGNATURE REQUIRED

All Statements must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED STATEMENTS WILL BE REJECTED**. All manual signatures must be original - no rubber stamp, photocopy, etc.

75. SIGNED REPONSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Respondent, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

77. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, e-mail or other electronic delivery. Statements submitted by mail shall be addressed to: Chip Kent, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 P.M. EST on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Statements (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, statement number, name and address of the Respondent.

78. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Respondent shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your statement to the Solicitation. Information concerning

certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUBCONTRACTING

The Respondent will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

80. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Respondent breaches any of the terms therein, including warranties of the Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Respondent with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Respondent.

82. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Respondent notice thirty (30) days prior to the date of cancellation of the contract. The Respondent shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

83. USE OF SOLICITATION FORMS

The Respondent shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Statement. If additional space for a statement is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the statement is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

84. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

85. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Statements received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Statements will be considered. However, the City reserves the right to waive formalities or informalities in Statements, to reject, with or without cause, any or all Statements or portions of Statements, or to interview or not interview individual Respondents and to accept any Statements or portions of Statements deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. The City reserves the right to amend this award methodology for the selection of firms for award if it determines that such a decision would be in its best interest.

CONTRACT TERM

The term of the contract shall be for an initial three (3) years, with the option to renew for two (2) extensions of two (2) years each.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms for Professional Engineering Services at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal.

2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the contractor must notify the City of Port Orange.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined in Section 5 of this RFP, the awarded firm will be required to provide Professional Liability/Errors & Omissions insurance in the minimum amount of one million dollars ($1,000,000.00).

COMPENSATION

The Engineer's compensation shall be established and authorized for each project assignment based on the established hourly rates and related allowable costs as set forth in the master contract. The contract(s) between the City and the awarded firm(s) will not include retainer fees nor is there a minimum fee guaranteed during the contract period.

AUTHORIZATION OF SERVICES

As individual projects are generated by the city, the Engineering Firm(s) will be provided with or will participate in the preparation of a general Scope of Services statement. This statement will provide the basis for the Engineer and the City's project coordinator to mutually develop a more detailed, comprehensive Scope of Services.

Authorization for performance of services by the selected firm(s) under the master contract shall be in the form of written Purchase Orders and/or Task Authorizations. For some tasks that may be needed on a regular or semi-regular basis, a Blanket Purchase Order may be issued to the awarded firm(s). Each project shall be negotiated at the time of the development of the scope of work based on the established hourly rates and related allowable costs as set forth in the master contract. The Purchase Order will be issued under and incorporate the terms of the master contract. The city makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the master contract. The master contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the master contract will have no effect upon Purchase Orders issued pursuant to the master contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order(s).

PRICE REDETERMINATIONS

No later than sixty (60) days prior to the expiration of the initial term of the Contract and no later than sixty (60) days prior to any subsequent term renewals, the Contractor may, but is not obligated to, petition the Purchasing Division for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in the Contract, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

1. *Basis for Price Redeterminations.* The Contractor may petition the Purchasing Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the RFP opens. The base index number for the PPI will be for the month the RFP opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The City shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
2. *Wage Price Redetermination*. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to Installation, maintenance, and repair occupations under the heading all industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Contract.
3. *Minimum Wage Price Redetermination*. If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the City will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing Manager and Internal Auditor.

   3.1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the City.

   3.2. If the Contractor bills the City at a higher price according to any price redetermination granted by the City, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

4. *Fuel Price Redetermination*. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline-WPU057104*" or *"#2 diesel fuel - WPU057303,"* as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Contract.
5. *Materials Price Redetermination.* No later than sixty (60) days prior to the end of the initial term of the contract and no later than sixty (60) days prior to any subsequent term renewals, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity" PPI industry data for Solid waste collection, not seasonally adjusted- PCU562111562111", as published by the Bureau of Labor Statistics.
6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:
   6.1 Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).
   Current applicable PPI = ……..$200.50
   Base index PPI = …… -$179.20
   PPI increase dollars = …… $21.30
   PPI increase percentage ($21.30, $179.20 = .1189)……11.9%
   Unit cost of the service is……$100.00
   30% of $100.00 is directly attributed to the redetermination category… .$30.00
   $30.00 x 11.9% = ……..$3.57
   New unit price for the product/service is $100 + $3.57)……$103.57
7. *Expiration Upon Failure to Agree to Price Redetermination.* If the City and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. It the Contract expires pursuant to the terms and conditions of this section, the City reserves the right, at no expense, penalty, or consequence to the City, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages

and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is

responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate,

who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:
For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise

from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and requirements contained within this RFSQ. The sections of the submitted Statements that will be scored during the evaluation process are identified in Section 8 with the maximum attainable points and assigned weights.
In conjunction with other material and information requested in the RFSQ, all respondents responding to this solicitation shall provide one (1) original, five (5) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS
The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST
The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS
Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your statement, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience (Page 1)
- Form 9.9 Authorized Signatures/Negotiators
- Form 9.10 Scrutinized Companies Certification
- Form 9.11 E-VERIFY Affidavit
- Form 9.12 Debarment, Suspension, and Other Responsibility Matters
- Form 9.13 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Form 9.14 No Submittal Statement Form
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS (Weight 30%)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on projects for the City.

- Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.

    - This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of projects for the City.
    - What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
    - Include a list, table or graphic along with a short narrative explanation depicting services, disciplines or practice areas in which the firm has exceptional expertise.
- Projects and Experience – Demonstrate experience to perform professional continuous service projects or services and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.
- Explain in concept how your firm delivers projects on time and within budget.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (Weight 20 %)

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
    - Names;
    - Titles;
    - Organization structure for the proposed project team;
    - Clearly identify the proposed role and responsibility in the project team for each member.
- For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:
    - The professional qualifications and experience for each person;
    - A summary of experience on projects like those described in this RFSQ;
    - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB D – QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES (Weight 30%)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB E - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Weight 10%)

- All Respondents shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F – REFERENCES (Weight 10%)

- Using p. 1 of Form 9.8 Professional References for Previous Experience, provide a minimum of three (3) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE) within the last five (5) years for the services described in Scope of Services of this RFSQ for which the firm performs.
- All reference contact information MUST be verified as current by the respondent prior to submittal. **If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.**
- Below is a sample of the verification questions that may be used:
    1. What type of services did the Firm do for you? What was the scope of the project?
    2. Did they meet the terms of the contract?
    3. Was the project completed on time and within budget?
    4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
    5. Did they respond in a timely manner to calls, requests, etc.?
    6. Did they provide adequate staff to take care of the needs of your company/agency?
    7. Did the Firm manage sub-consultants and/or sub-contractors?
    8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
    9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
    10. Overall, would you recommend this Firm?

***The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process. ***

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION PROCEDURE OF WRITTEN STATEMENTS OF QUALIFICATIONS

The Evaluation Committee comprised of City staff will evaluate and rank proposals based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Proposer's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. All questions should be made through the Purchasing Division and any attempts to lobby or persuade through any other channels may result in disqualification.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services.
2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
3. Whether the respondent can perform the contract with current resources.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
5. Proof of professional licensure provided.
6. The quality of performance of previous contracts.
7. Responsiveness of client references.
8. Such other information as may be secured.

EVALUATION CRITERIA FOR WRITTEN STATEMENTS OF QUALIFICATIONS **CATEGORY SCORE**

TAB B - Company Profile – History and Qualifications: (Weight 30%) ***(0 - 10 points)***

- *Company History – Size, Location(s) and Primary area of Professional Focus……(5 points)*
- *Qualifications – Demonstration of firm's ability, capability and skill……(5 points)*

TAB C - Qualifications, Professional License, Certifications of Firm's Key Personnel: (Weight 20%) (0 - 10 points)

- *Qualifications, accomplishments and years of experience of firm's key personnel presented by resumes, education, licensure and training certifications.*

TAB D – Quality of Innovative Approach and Value-Added Services: (Weight 30%) ***(0 - 10 points)***

- *Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.*
- *Explain in concept how your firm will deliver projects on time and within budget.*

TAB E – Financial Stability/Litigation and Debarment History: (Weight 10%) ***(0 - 10 points)***

- *Sufficiency of the Financial Resources and Ability of the firm to perform……(5 points)*
- *Litigation and Debarment History……(5 points)*

TAB F – References: (Weight 10%) ***(0 - 10 points)***

All reference contact information MUST be verified as current by the respondent prior to submittal. ***If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.***

Total Maximum Points ***(50 points)***

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab D: Innovative Approach and Value-Added Services	***Evaluator's Score*** *10-point scale*	***Weighted Value of Total***	***Resulting Score***
Firm A	8.50	30%	2.55
Firm B	6.25	30%	1.88

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113.

The City's Purchasing Division will establish the schedule and respondents will be notified via E-Mail at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents. Criteria will be weighted based on 100% of total value. The City project manager will create an agenda item recommending award to the City Council. City Council's decision shall be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

_____ Form 9.2 – Respondents Acknowledgement

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Public Entity Crimes Statement

_____ Form 9.6 – Anti-Collusion Form

_____ Form 9.7 – Statement of Qualifications

_____ Form 9.8 – Professional References for Previous Experience

_____ Form 9.9 – Authorized Signatures/Negotiators

_____ Form 9.10 – Scrutinized Companies Certification

_____ Form 9.11 – E-Verify Affidavit

_____ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

_____ Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

_____ Exhibit "A" – Description of Confidential Material

_____ Form 9.14 – No Submittal Statement Form

_____ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

_____ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

_____ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Respondent or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.
   (Draw a line through paragraph 7 if paragraph 6 above applies)

_____
Name of Business

STATE OF:_____

_____
Authorized Signature

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where, and why? _____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: _____

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $_____

N. Give bank name, contact name and phone number: _____

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

2. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

3. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
Authorized Signature

_____
Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

_____
COMPANY NAME

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____

Print or Type Name, Title Signature of Affiant

_____ _____

Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #23-18 Professional Engineering Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

Date: _____

This document must be completed and returned with your submittal.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____for a period from _____, 20_____ to_____, 20_____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization,

this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

TASK AUTHORIZATION NO. __
Master Contract for Professional Engineering Services
dated _____,
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, _____ corporation, with its principal place of business at _____ ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be completed no later than _____ days from the date of issuance of a written Notice to Proceed by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$_____.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation

of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist

between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to

paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the

costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side

of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship

Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR

parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Engineers and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Engineers and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Engineers and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Engineer and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Engineer; Engineer submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

   IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses: _____

_____ By: _____

Printed Name: _____ _____, _____

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Standard Contract for Services ("Contract") is entered into this ___day of _____, **20__**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Continuous professional civil engineering, traffic engineering and transportation planning, structural engineering, landscape architectural, environmental and planning services, geotechnical engineering services, and related services, for a wide range of projects led by the City of Port Orange in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-18 ("RFSQ 23-18"). This Contract together with RFSQ 23-18, Addenda, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, the _____ of RFSQ 23-18, and Engineer's Proposal dated _____ are attached hereto as Exhibit "1." A complete copy of RFSQ 23-18 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as

reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Engineer under this Contract shall be in the form of written Purchase Order(s) and/or Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

   a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

   b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

   c. A written Purchase Order(s) issued under this Contract may be used to secure site and subdivision plan review services and/or site and subdivision inspection services.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. *Contract Administration:* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. *Statement of Engineering Services* The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

(c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs* The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications* After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans* Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be

required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications* The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding* The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple Engineers if so required by Contract Administrator.

7. *Responsibility of the Engineer* The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents* The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness* The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope of Work/Change Orders*

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. *Subcontractors or Sub-Subcontractors*

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 http://dos.myflorida.com/library-archives/records-management/. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

16. *Public Records Compliance* Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

17. *Insurance* Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			

☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

18. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Engineer to any other party without the express written approval of the City Council.

19. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

20. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. *Liability for Loss or Damage*.

Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

22. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify.* Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all

of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular

weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of

agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division

determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the

requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.
(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee

funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The

contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract

change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies,

procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Engineers and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Engineers and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Engineers and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Engineer and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Engineer; Engineer submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

29. *Notice* For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Engineer: _____
Attention: _____
_____
_____
(___) ___-_____– Telephone
(___) ___-_____– Facsimile
_____@_____.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

33. *Authority to Sign* Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

_____.

By:_____

_____

Printed Name:_____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM NO. # 1
November 22, 2023
RFSQ #23-18 PROFESSIONAL ENGINEERING SERVICES

To All Submitters:
The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced services dated November 3, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the RFSQ documents.

The due date for Statements of Qualifications is hereby changed to December 6, 2023, at 2:30 PM (EST).

A. CLARIFICATIONS:
In Section 7 – Statements of Qualifications Submittal & Requirements, Tabs A – F, all page limits noted apply for each service discipline the firm is submitting.

B. CHANGES TO RFSQ DOCUMENT:
In Section 3 – Scope of Services and Requirements, paragraph 3 currently reads:
The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

This paragraph is hereby changed to read:
The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement of Interest and provide all of the supporting data within the submittal to support the type of services provided. Adversely, a firm can submit to more than one service discipline. The submitting firm's Statement of Interest should clearly convey which service discipline/s the firm is submitting to.

Firms are permitted the use of sub-consultants if needed. If sub-consultants will be used, please provide their company names in Tab C – Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training.

In Section 7 – Statements of Qualifications Submittal & Requirements - The first bullet in Tab C – Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training currently reads:

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Clearly identify the proposed role and responsibility in the project team for each member

This bullet is hereby changed to read:

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Firm names (if sub-consultants will be used)
  - Clearly identify the proposed role and responsibility in the project team for each member

In Section 7 – Statements of Qualifications Submittal & Requirements - In Tab B – Company Profile – History and Qualifications:

The following is hereby removed as this is a requirement in Tab D:

- Explain in concept how your firm delivers projects on time and within budget.

C. QUESTIONS AND ANSWERS:

Question #1

Who are the current incumbents on the current contracts for each service category and the respective financial amounts they have executed under their existing contracts with the City?

Answer #1

Current professional Engineering firms working with the City are: CPH, Inc., DRMP, Inc., Kimley-Horn & Associates, Mead & Hunt, Zev Cohen & Associates, Inc. Amounts spent with awarded firms cannot be provided here but can be requested through JustFOIA. (https://portorangefl.justfoia.com/)

Question #2

If you are submitting as a prime in two service categories, can you also be a sub in a different category?

Answer #2

Yes.

Question #3

Will you be grading each service discipline category separately? If so, do you want one packaged submittal for each category, or do we combine them into one submittal?

Answer #3

The expectation is for each respondent to submit one, all-inclusive package. The City will not be evaluating each category separately. If submitting for more than one discipline, such disciplines should be noted on your Statement of Interest.

Question #4
If we submit on multiple service categories, how should we structure Tab C if each category has different team members? Can we have 10 pages for qualifications per service category?

Answer #4
If submitting on more than one service category and the information you intend to provide is different between service categories you're submitting on, you should name the Tab with a sub-heading such as: Tab C – Civil Engineering. See Section A, p.1 of this Addendum for clarification regarding page limits.

Question #5
Are we allowed to use a City of Port Orange projects for Tab D to meet "provide examples of innovative solutions…"

Answer #5
Yes.

Question #6
The scope of work line item that says, "Environmental analysis", what type of work does this entail? What type of projects would suffice to represent this line item?

Answer #6
Environmental analysis may include threatened and endangered species reports; reports and recommendations for wetland mitigation; conducting Phase I and Phase II Environmental Assessments; and identifying, describing, and mapping natural community types, using FNAI's natural community classification system contained in the *Guide to the Natural Communities of Florida*.

Question #7
The scope of work line item that says, "Stormwater management systems", does this include stormwater inspections (SWPPP)?

Answer #7
The scope of work includes stormwater inspections, compiling stormwater management plans & specs, inspections of stormwater protection elements, determinations of compliance, completing and/or evaluating NPDES reports.

Question #8
If a firm cannot provide the full scope of services, will the City of Port Orange allow firms to add in subconsultants to be able to submit for those categories?

Answer #8
Please see Section B, p.1 of this Addendum. If intending to use sub-consultants for any service discipline your firm is submitting on, sub-consultants must be listed in Tab C and the service category identified for which they will be used. Only the lead firm will be evaluated and scored, so qualifications of the sub-consultants should not be included with your submittal.

Question #9
On Form 9.7, Letter F it says we to submit contracts on hand showing contract amount and anticipated dates of completion. Is that required or is it "n/a" for this RFSQ? Can we submit relevant/similar projects?

Answer #9

This is required for the evaluation of the Statements of Qualifications. The City will accept a list of contracts your firm deems to be comparable to the services for which you are submitting. This list will assist evaluators in determining your firm's financial stability and ability to meet the City's needs.

Question #10

What is the resume page limit per person?

Answer #10

Please refer to Section 7, Tab C, second bullet: For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:

- The professional qualifications and experience for each person;
- A summary of experience on projects like those described in this RFSQ;
- Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Question #11

As currently worded, we believe that the indemnity provision on page 18, section 36, Indemnification/Hold Harmless, and page, section 45, Legal Requirements, and page 100, section 21, Liability for Loss or Damage, of the RFSQ is not in compliance with FL Statute 725.08. Would the City please consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

Answer #11

The City will not be modifying this language in this solicitation as it does not contradict the suggested language in Florida Statute 725.08.

Question #12

Section 7: Some page number restrictions are provided; however some sections do not list page restrictions. Can further clarification be made regarding which sections of the response have page restrictions and what they are? For example, Tab B mentions a two-page restriction and then a ten-page restriction, however additional information related to Projects and Experience does not have a page restriction listed. An overall restriction per Tab would be helpful if that is the intent. Please let us know if any items, such as resumes, should be excluded from the page count

Answer #12

If an item within a Tab does not indicate a page limit, then it doesn't have one.

Question #13

Will a respondent be disqualified if they do not answer sections on Form 9.7? We ask because multiple portions of this form require extensive research or confidential financial information. Example: Item F, which requires a list of current contracts on hand. As a large firm, this requirement is unreasonable to complete as we have over a thousand active contracts. Researching the amounts and contract end dates for each is not feasible.

Answer #13

The City will accept a list of contracts your firm deems to be comparable to the services you are submitting for. This list will assist evaluators in determining your firm's financial stability and ability to meet the City's needs.

Question #14

Items H & I, which asks if any work assignment has failed. Our firm is over 100 years old and has survived the Great Depression and two world wars. While we take great pride in our client service and history, it is not feasible to research every work assignment to determine if any assignment has ever failed.

Answer #14

The City will accept a short narrative outlining why listing failed or defaulted projects is not feasible. Please include this information on a separate sheet with the item letter/s in the heading.

Question #15

Item J, referring to major equipment. We own buildings, vehicles, and a large variety of specialized equipment in many offices around the country and internationally. Compiling an accurate list and presenting it in an understandable format is an excessive request for this contract response.

Answer #15

The City will accept a short narrative explaining why including the equipment list is not feasible.

Question #16

Item L, referring to principal members and officers. Our company includes 41 officers. Providing the requested detail for each is a large effort and is an excessive request for this contract response.

Answer #16

In lieu of all 41 officers, the City will accept the requested information for the top executive team of your firm.

Question #17

Items M, N, & O refer to financial information. We are proud of our member-owned and financially secure company status, but we consider our finances to be confidential. We are, however, prepared to respond to Tab E in more general terms. We are open to other options to help the city feel confident in our financial strength in a reasonable way.

Answer #17

On Form 9.7 Statement of Respondent's Qualifications, Items M, N, and O are required. The City will accept this information as part of Tab E. Also, if the submitting firm supplies information that is deemed to be confidential under Florida Statutes, this information can be included on Form 9.13 Non-Disclosure Agreement and can be submitted in a separate envelope. Information provided on Form 9.13 Exhibit A – Description of Confidential Material is excluded from public record per the Sunshine Law.

In all other respects, except as specifically stated herein, the subject RFSQ #23-18 Professional Engineering Services remains unchanged.

END OF ADDENDUM NO. #1

Evaluation Ranking Summary

Date: 01/17/2024

RFSQ #23-18 Professional Engineering Services

Firm Name	Total Score
Baxter & Woodman	42.05
CPH, LLC.	44.30
Dredging & Marine Consultants	40.40
ECS Florida	39.78
Fla Tech Consultants	34.33
InterTek PSI	39.05
Johnson, Mirmiran & Thompson	40.55
Kimley Horn	44.88
Lassiter LTC	42.68
M & D Environmental	30.55
Mead Hunt	45.15
Stanley Consultants	41.93
Zev Cohen	45.95

Comments
On January 17, 2024 a RFSQ Evaluation Committee scored thirteen (13) Statement of Qualifications (listed above) received for RFSQ #23-18 Professional Engineering Services. The Evaluation Committee has agreed by consensus to award Baxter & Woodman, Inc, CPH, LLC, Kimley-Horn And Associates, Inc., Lassiter Transportation Group, Inc., Mead&Hunt, Inc., Stanley Consultants, Inc., and Zev Cohen & Associates, Inc. based on overall scores and their ability to meet the needs of the City.

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on January 25, 2024 at 10:00 a.m. EST.

January 22, 2024

NOTICE OF INTENT TO AWARD

RFSQ #23-18 PROFESSIONAL ENGINEERING SERVICES

The City of Port Orange received thirteen (13) Statements of Qualifications for RFSQ #23-18 Professional Engineering Services. An Evaluation Committee, comprised of City Staff, evaluated and scored all thirteen submittals.

Based on overall scores and the firms' abilities to meet the City's needs, the Evaluation Committee has agreed by consensus to recommend for award the following seven (7) firms:

Baxter & Woodman, Inc.
CPH, LLC
Kimley-Horn and Associates, Inc.
Lassiter Transportation Group, Inc.
Mead & Hunt, Inc.
Stanley Consultants, Inc.
Zev Cohen & Associates, Inc.

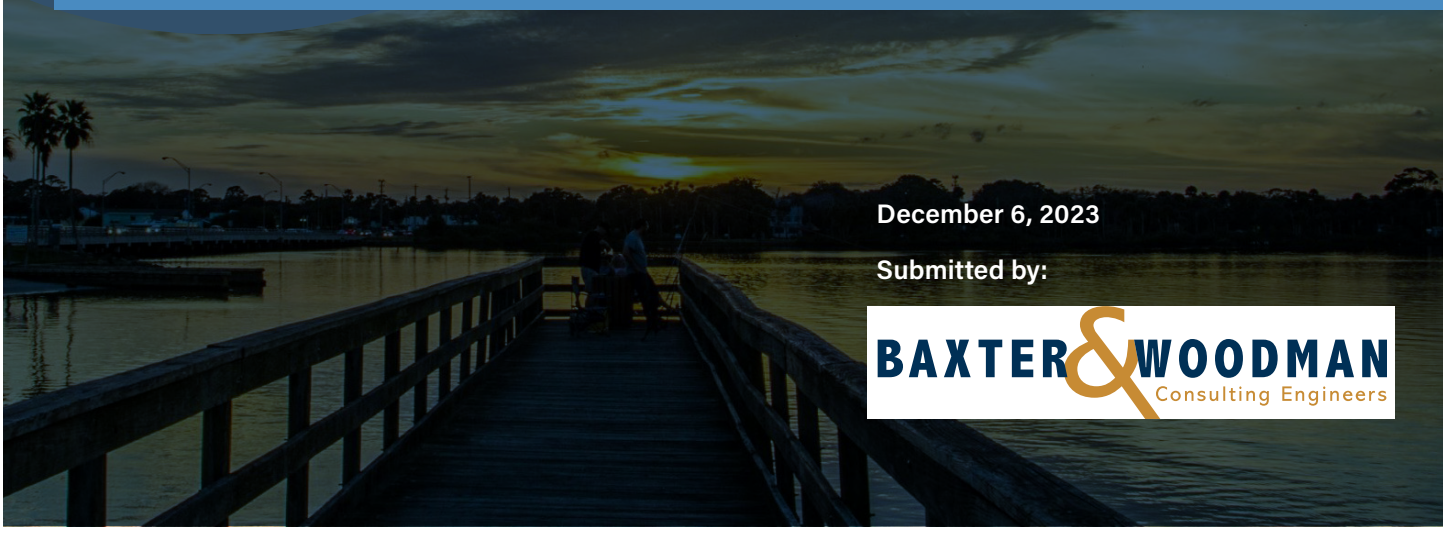
Respectfully Submitted,

Chip Kent
Purchasing Agent
City of Port Orange

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on January 25, 2024 at 11:00 a.m. EST.

City of Port Orange

RFSQ #23-18
Professional Engineering Services



December 6, 2023

Submitted by:

BAXTER & WOODMAN
Consulting Engineers

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An integral part of Baxter & Woodman's history, firm founders Richard Baxter & Lorrin Woodman instilled the values of hard work, perseverance, and integrity into the fabric of the company. That legacy lives on here today.

FOCUSED
Engineering, technical, and management solutions that shape and enhance our world. Building community value with every project we complete is our driving force.

COMMITTED
Dedicated to improving quality of life and providing smart infrastructure solutions that leave a positive impact on people, communities and the environment.

SERVICE ORIENTED
Our client-focused culture centers around exceeding expectations. We deliver responsive, reliable service ensuring an exceptional experience.

BAXTER & WOODMAN
Consulting Engineers

98 S. Semoran Boulevard, Orlando, Florida 32807 • 561.655.6175 • baxterwoodman.com

December 6, 2023

Mr. Chip Kent
Purchasing Agent
City of Port Orange City Clerk's Office
1000 City Center Circle
Port Orange, Florida 32129

Subject: ***City of Port Orange - RFSQ #23-18 Professional Engineering Services***

Dear Mr. Kent:

Since 1946, Baxter & Woodman has specialized in serving the public sector and their engineering needs. This experience has taught us that a successful engineering consultant must have the ability to:

COLLABORATE – From reviewing plans and specifications to construction management of projects designed by others, our staff has a proven history of working effectively with City staff, agencies, consultants, and contractors.

ADVISE – Nearly 50 communities and public agencies trust Baxter & Woodman as their engineering consultant, assisting with capital improvement planning, budgeting, and funding to help manage and maintain infrastructure. We will help you identify, design, and construct practical ways to make the most efficient use of time and financial resources.

RESPOND – The City of Port Orange will have direct access to the comprehensive engineering and technology expertise from our Orlando office. A short drive from Port Orange, Baxter & Woodman has staff from a variety of disciplines who are ready and available to assist you.

ENGAGE – From dedicated project websites and interactive project maps to visualization videos, virtual open houses, and online surveys, our staff specializes in facilitating open and proactive communication with stakeholders. We have found that the more informed the public is about upcoming work, the more likely it is that they will be supportive of the improvements.

SERVE – Providing one of the most comprehensive ranges of engineering and technology services, we continue to refine our practices and expand our services to best meet the changing requirements of organizations like the City of Port Orange.

Baxter & Woodman understands the needs of communities such as the City of Port Orange, and structures each project team to meet the unique needs of each assignment. **Project Manager Jeffrey Weatherford, PE, PTOE** has close to 30 years of experience in both the private and public sectors. He is a former Director of Transportation and Drainage Operations for the City of Houston, Texas and served as the Director of Public Services in Apopka, Florida. This mix of public and private experience makes him uniquely qualified to understand the needs of the City of Port Orange. He will be assisted by experienced transportation, drainage, and utility engineers in our Orlando Office. Should additional resources be needed, Baxter & Woodman is prepared to provide additional resources from our other offices throughout the country.

We are partnering with three highly-qualified subconsultants to assist us with providing civil engineering services. **NADIC Engineering Services, Inc.** was established in Florida in 2001 and will provide geotechnical engineering services necessary for this project. **Southeastern Survey and Mapping Corporation** has been in Central Florida since 1972 and will provide survey services required for tasks assigned. **Montrose Environmental Group**, founded in 2012, will provide environmental services.

While it is not anticipated that other subconsultants will be required to complete tasks associated with this project, Baxter & Woodman has a variety of firms that we consult with on a regular basis in other areas. Should it become necessary to provide additional services, we will consult with the City to find the appropriate firm and add them to our team for each task required after obtaining the City's approval.

If you have questions or need additional information after your review of our qualifications, I can be reached at 689-698-2304 or email jweatherford@baxterwoodman.com. Baxter & Woodman acknowledges the receipt of Addendum 1.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Jeffrey S. Weatherford, PE, PTOE
Project Manager

Tab A - Required Documents

BAXTER & WOODMAN
Consulting Engineers

Tab A - Required Documents

Form 9.1 - Respondents Submittal Check List

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Public Entity Crimes Statement

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

N/A Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

N/A Exhibit "A" – Description of Confidential Material

N/A Form 9.14 – No Submittal Statement Form

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Baxter & Woodman, Inc.
Name of Business

Authorized Signature

November 22, 2023
Date

This document must be completed and returned with your submittal.

Form 9.2 - Respondents Acknowledgement Form

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Baxter & Woodman, Inc.	200 E. Robinson Street, Suite 555
Name of Business	Mailing Address
Authorized Signature	Orlando, FL 32801
	City, State & Zip Code
Claude L. Cassagnol, PE, Vice President	407-386-2249
Printed Name and Title	Telephone Number
F16000002059	ccassagnol@baxterwoodman.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Lisa G Broz
My Commission HH 192256
Exp.10/28/2025

This document must be completed and returned with your submittal.

Form 9.3 - Addendum and Change Order Procedure Acknowledgement

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/22/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Baxter & Woodman, Inc.
Name of Business

Authorized Signature

Claude L. Cassagnol, PE, Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192256
Exp.10/28/2025

This document must be completed and returned with your submittal.

Form 9.4 - Drug-Free Preference Statement

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Baxter & Woodman, Inc.
Name of Business

Authorized Signature

Claude L. Cassagnol, PE, Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192256
Exp.10/28/2025

This document must be completed and returned with your submittal.

Form 9.5 – Sworn Statement on Public Entity Crimes

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Claude L. Cassagnol, PE, who, being by me first duly sworn, made the following statement:

1. The business address of Baxter & Woodman, Inc. (name of Respondent or business) is 200 E. Robinson Street, Suite 555, Orlando, FL 32801.
2. My relationship to Baxter & Woodman, Inc. (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

Baxter & Woodman, Inc.
Name of Business

Authorized Signature

STATE OF: Florida

COUNTY OF: Orange

Claude L. Cassagnol, PE, Vice President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192256
Exp 10/28/2025

This document must be completed and returned with your submittal.

Form 9.6 - Anti-Collusion Form

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Baxter & Woodman, Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Claude L. Cassagnol, PE

TITLE: Vice President

ADDRESS: 200 E. Robinson Street, Suite 555

CITY, STATE AND ZIP CODE: Orlando, FL 32801

TELEPHONE: 407-386-2249 FAX: N/A

F.E.I.N.: F16000002059

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

Form 9.7 - Statement Of Respondent's Qualifications

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Baxter & Woodman, Inc.

B. Permanent main office address: 8678 Ridgefield Rd., Crystal Lake, IL 60012

C. Date organized: 1946

D. If a corporation, where incorporated: Illinois

E. How many years have you been engaged in the business under your present firm or trade name? 77

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Baxter &Woodman provides consulting engineering and technology services for municipalities, state agencies, county governments, and sanitary districts.

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Yes

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 1,500,000.00

N. Give bank name, contact name and phone number: St. Charles Bank & Trust Company, N. A. Richard A. Davis, Chairman & CEO P: 630.563.7916

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Baxter & Woodman, Inc.
Name of Business

Authorized Signature

STATE OF: Florida

COUNTY OF: Orange

Claude L. Cassagnol, PE, Vice President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Caude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192258
Exp.10/28/2025

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)

Primary Client	Project Name	Estimated Completion Date	Contract Amount
City of West Palm Beach	Hydraulic Modeling Support	6/1/2026	$175,200.00
Town of Lantana	EPA Lead and Copper Rule Assistanc	10/16/2024	$59,976.00
Town of Highland Beach	LS #3 Rehab - CSA	10/3/2024	$89,935.22
City of Orlando	Lake Orlando Mgmt Plan Eval	10/1/2024	$295,275.66
Brevard County	North Indian River Dr Shoreline Su	9/8/2024	$281,598.00
City of West Palm Beach	LS #21 Preliminary Design Report	8/30/2024	$110,125.20
City of Wilton Manors	Hagen Park Pickelball Courts	7/25/2024	$53,096.00
Town of Lantana	Atlantic Drive Drainage Design	7/6/2024	$169,440.00
City of Wilton Manors	2023 NPDES Program Management	6/30/2024	$17,936.00
Town of Lantana	Ocean Ave Asset Assessment	6/28/2024	$109,592.00
Palm Beach County Engineering and Public Works	Sims-Lakes of Delray to Atlantic	5/30/2024	$452,780.00
City of West Palm Beach	WEPBC Lift Station 127	4/30/2024	$180,188.80
City of Winter Park	Winter Park Eastern Basin Study	4/30/2024	$194,124.16
Arlington Properties	Tyson Ranch Apartments Boggy Crk	4/3/2024	$152,000.00
City of West Palm Beach	Lead Service Line Inventory Assis	3/30/2024	$106,865.00
City of Wilton Manors	29th and 30th Water Main Improv	2/16/2024	$148,370.00
City of West Palm Beach	Nora Streetscape and Utility Insp	1/31/2024	$121,160.00
Town of Gulf Stream	Civil Engineering Consultants	1/5/2024	$846,440.00
Lakeland Linder International Airport	Lakeland Linder, Bajsa Hangar	12/31/2023	$10,400.00
Lakeland Linder International Airport	Amazon Phase 1.25	12/31/2023	$45,000.00
Palm Beach County Engineering and Public Works	Haverhill -Hypoluxo to Lantana Road	12/31/2023	$609,807.90
Sentinel Capital Baywoods, LLC	Baywoods Development	12/31/2023	$210,800.00
Town of Lantana	Water, WW & Strmwtr Mastr Plan/CIP	12/31/2023	$212,959.74
Town of Lauderdale-By-The-Sea	Codrington Drive CMS	12/31/2023	$45,303.08
Town of Lantana	Broadway & WTP AC Water Main Replc	12/13/2023	$104,457.18
Town of Lantana	Phase I GIS Implementation	11/30/2023	$11,901.00

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

J. List your major equipment currently owned or leased:

The following are engineering software packages that are used as standard design tools for Baxter & Woodman:

- AutoCAD 2020
- AutoCAD Civil 3D 2020
- AutoDeskCivil3D
- AutoDeskREVIT
- AutoCAD Electrical 2018
- AutoDesk Design Review 2018
- InfraWorks 2020
- Revit 2018
- Bentley Microstation PowerGeoPak
- Bentley OpenRoads
- Bentley PondPack
- Bentley StormCAD
- Bentley FlowMaster
- Bentley WaterCAD and WaterGEMS
- Bentley ProjectWise
- Bluebeam Revu 20
- ESRI ArcGIS Pro 2.7
- ESRI ArcGIS for Desktop
- McTrans HCS 2010
- Innovyze xpswmm
- InfoWater
- FDOT and WisDot installer for Microstation
- HEC-1, HEC-2, HEC-HMS, HEC-RAS
- Enercalc

The following are the physical equipment used by the construction and survey teams:

- Taylor 1-inch Dial Bi-Thermometer
- Kessler Lab Dial Thermometer
- FGPS Field Set-Up Receiver/Collector
- Humboldt Static Cone Penetrometer
- Sokkia SDL 30 Digital Level
- Trimble 5600DR Robotic Total Station
- Trimble TSC3 w/Survey Pro Max
- Trimble Geo XH and GeoExplorer 6000 Handheld Units
- Spectra Precision Ranger 7 w/Survey Pro Max
- Spectravision EPOC 50
- Spectra Precision SP60 GPS Units
- Spectra Precision SP80 GPS Units
- Trimble S5 Robotic Total Station
- Trimble S6 Robotic Total Station

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

L. Background and Experience of the principal members of your organization, including the officers.

President/Chief Executive Officer - John V. Ambrose, PE

John has over 42 years of municipal civil engineering experience with specific expertise in transportation planning, design, and construction services. His in-depth knowledge of State and Federal transportation funding opportunities, and his respected relationship and project experience with many County Division of Transportation officials will help to facilitate your projects.

As President and CEO for Baxter & Woodman, John ensures that the expectations of our clients are met and exceeded, and that projects are completed within budget and on schedule. He remains in close contact with the firm's clients to provide advice and guidance and to ensure needed resources are available.

Office: Crystal Lake, IL
Years of Experience: 42

Executive Vice President/Chief Operating Officer - Lou D. Haussmann, PE

Lou is an experienced project manager and QC/QA engineer for roadway rehabilitation, traffic signal installation, bicycle path construction, and streetscape projects. He is also skilled in the preparation of Preliminary design engineering reports, traffic engineering and planning studies, and pavement management reports. Lou has designed and effectively managed many large projects in the area, including the reconstruction of Veterans Parkway for the Will County Division of Transportation, the widening of Peace Road for the City of DeKalb, and the rehabilitation of Franklin Avenue in the Village of Franklin Park.

Office: Crystal Lake, IL
Years of Experience: 27

Executive Vice President - Derek J. Wold, PE

Derek leads Baxter & Woodman's Wastewater Group and serves as Executive Vice President on the firm's Board of Directors. He works closely with many growing and established municipalities and sanitary districts on planning infrastructure to serve growth and redevelopment areas and is the recognized water/wastewater expert for the numerous local municipalities and agencies the firm serves, including Plainfield, Downers Grove Sanitary District, Elmhurst, Carol Stream, Thorn Creek Basin Sanitary District, Crystal Lake, and Crest Hill.

Office: Crystal Lake, IL
Years of Experience: 27

Executive Vice President - Michael A. Kurzy, PE

Michael Kurzy has over 33 years of experience in civil engineering planning and design, primarily in the area of commercial and residential land development, as well as water and wastewater systems. He has designed multiple roads with associated drainage systems and has significant experience in providing water, sanitary sewer, drainage, detention, and paving facilities to serve land development projects. Mike's expertise includes resolving problematic drainage issues for various entities and construction management and park design. Mike has served as the client representative for municipal utility districts, the City of Magnolia, and other government entities.

As part of the senior management team since 2005, Mike has been thoroughly involved with the daily functions of the firm, including oversight of financial, personnel, and business administration activities.

Mike is a veteran of Operation Iraqi Freedom, having served over 20 years in the Army Reserves as a combat engineering officer and a military facility engineering officer.

Office: Houston, TX
Years of Experience: 33

Executive Vice President- Rebecca Travis, PE

Rebecca has provided progressively responsible civil engineering design and project management experience in both private sector residential, and commercial land development, as well as municipal stormwater, roadway, and utility projects. Her range of experience includes performance of complex professional engineering work involving investigation, planning, design development, permitting, management, and construction of public and private developer improvement projects.

Office: West Palm Beach, FL
Years of Experience: 39

Executive Vice President - Sean E. O'Dell, PE

Sean's focus and expertise is in the planning, design, and rehabilitation of water and wastewater infrastructure. As our firm's Illinois Business Development Director, he works closely with municipalities and sanitary districts on planning infrastructure to serve growth and redevelopment areas. Sean's experience with a variety of water, wastewater, stormwater management, and transportation projects has made him proficient in master planning, design, watershed modeling, survey, and GPS. Sean is a member of the firm's Board of Directors and leads the Global Water Group. He is also a member of our Trenchless Technology Committee, which meets regularly to discuss and evaluated the industry's newest trenchless construction methods and materials. He is certified in evaluating sewer structural conditions through the PACP (Pipeline Assessment and Certification Program).

Office: Mokena, IL
Years of Experience: 21

Vice President - Claude L. Cassagnol, PE

Claude has extensive experience in land development and highway design, including site planning and stormwater/drainage design. His broad experience includes stormwater collection systems, roadway improvements, utility infrastructure improvements, and regulatory compliance.

Office: Orlando, FL
Years of Experience: 42

Firm Principals

Our leadership team is made up of dedicated, focused, and experienced executives who champion every aspect of our business and consistently inspire us to achieve the next level of success.

Firm Owners

Baxter & Woodman is a privately held, employee-owned corporation. The company's success and integrity are determined by our employee shareholders, all active full time employees. This corporate structure means the assigned project team has a direct vested interest in the success of each project.

Form 9.8 – Professional References for Previous Experience

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Orange County Public Works
   Contact Person: Sanjiv S. Chokshi P.E.
   City, State: Orlando, FL
   Telephone Number: 407-836-8093
   Email Address: Sanjiv.Chokshi@ocfl.net
   Description of goods/services provided: Continuing Professional Engineering Design Services
   Contract Amount: $1,291,444
   Start/End Date of Contract: 10/28/2016 / 3/27/2022
2. Company Name: City of Orlando Public Works
   Contact Person: Eva "Nicki" Wesson PE
   City, State: Orlando, FL
   Telephone Number: 407-246-3264
   Email Address: eva.wesson@cityoforlando.net
   Description of goods/services provided: Continuing Stormwater Engineering Services
   Contract Amount: $654,197 (to date)
   Start/End Date of Contract: 2/21/2022 / 2/21/2025
3. Company Name: City of Orlando Public Works
   Contact Person: Lihua Wei P.E. (retired 2022)
   City, State: Orlando, FL
   Telephone Number: 321-948-1275
   Email Address: Lihuawei.hu@gmail.com
   Description of goods/services provided: Continuing Stormwater Engineering Services
   Contract Amount: $797,081
   Start/End Date of Contract: 10/05/2018 / 10/04/2021

This document must be completed and returned with your submittal.

Form 9.9 - Authorized Signatures Negotiators

FORM 9.9 - AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Claude L. Cassagnol, PE	Vice President	407-386-2249

Authorized Signature

Claude L. Cassagnol, PE
Print Name of Authorized Signature

This document must be completed and returned with your submittal.

Form 9.10 Scrutinized Companies Certification

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Claude L. Cassagnol, PE, Vice President, on behalf
(Print Name and Title)

of Baxter & Woodman, Inc. ("Company"), certify that Baxter & Woodman, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Baxter & Woodman, Inc.
COMPANY NAME

SIGNATURE

Claude L. Cassagnol, PE
PRINT NAME

Vice President
TITLE

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

Form 9.11 - E-Verify Affidavit

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that Baxter & Woodman, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Baxter & Woodman, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Claude L. Cassagnol, PE, Vice President
Print or Type Name, Title

Signature of Affiant

F16000002059
Federal Employer ID Number (FEIN)

277800
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Claude L. Cassagnol, PE and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

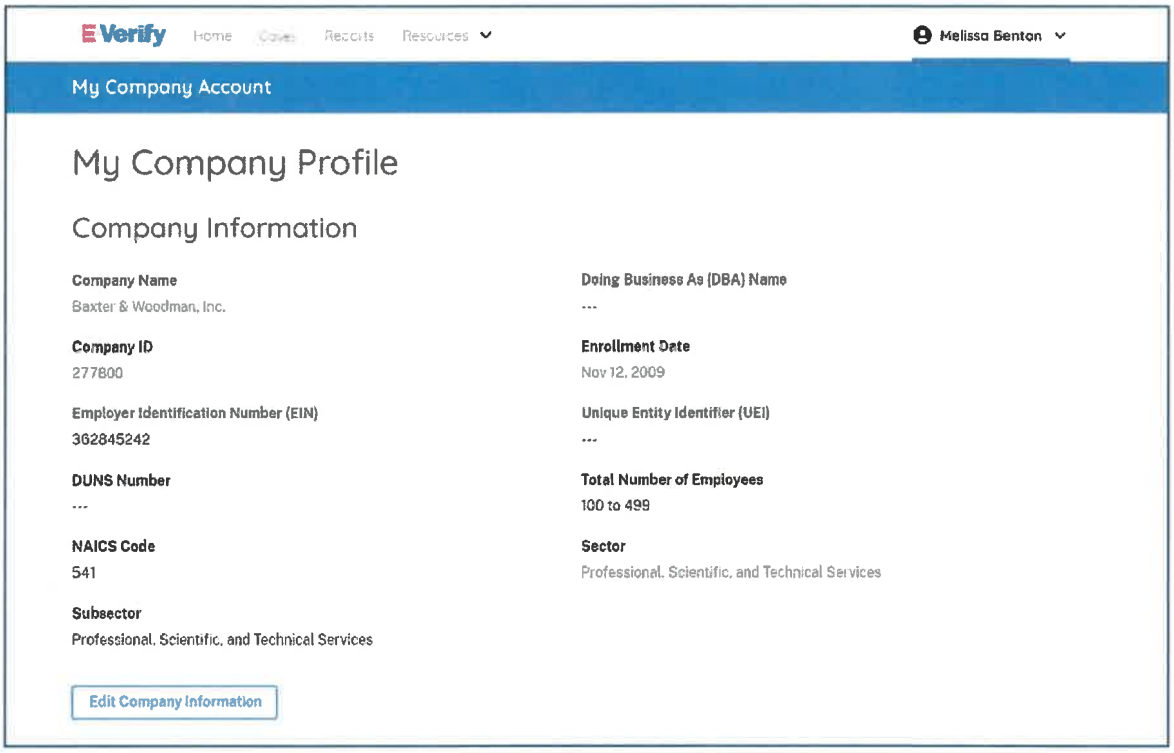
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192256
Exp.10/28/2025

FORM 9.11 - E-VERIFY AFFIDAVIT

A true and correct copy of Baxter & Woodman, Inc. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit



FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

November 22, 2023

Signature of Contractor's Authorized Official — Date

Claude L. Cassagnol, PE, Vice President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Baxter & Woodman, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Claude L. Cassagnol, PE, Vice President

Name & Title of Contractor's Authorized Official

Date: November 22, 2023

This document must be completed and returned with your submittal.

License to do Business in the State of Florida Sunbiz Report

2023 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Mar 02, 2023
Secretary of State
6192322414CC

DOCUMENT# F16000002059

Entity Name: BAXTER & WOODMAN, INC.

Current Principal Place of Business:

8678 RIDGEFIELD ROAD
CRYSTAL LAKE, IL 60012

Current Mailing Address:

8678 RIDGEFIELD ROAD
CRYSTAL LAKE, IL 60012 US

FEI Number: 36-2845242

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AMBROSE, JOHN V
477 S ROSEMARY AVENUE SUITE 330
WEST PALM BEACH, FL 33401-5798 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CHAIRMAN/CEO
Name	AMBROSE, JOHN V
Address	[redacted]
City-State-Zip:	[redacted]

Title	DIRECTOR/EXECUTIVE VP
Name	WOLD, DEREK J
Address	[redacted]
City-State-Zip:	[redacted]

Title	DEPUTY SECRETARY, EXECUTIVE VP
Name	TRAVIS, REBECCA MARY
Address	[redacted]
City-State-Zip:	[redacted]

Title	DEPUTY SECRETARY
Name	SCOTT, KYLE
Address	[redacted]
City-State-Zip:	[redacted]

Title	EXECUTIVE VP, TREASURER
Name	HAUSSMANN, LOUIS D
Address	[redacted]
City-State-Zip:	[redacted]

Title	DEPUTY SECRETARY
Name	BIANCHIN, ANTHONY E
Address	[redacted]
City-State-Zip:	[redacted]

Title	DEPUTY SECRETARY
Name	DACHSTEINER, MARK L
Address	[redacted]
City-State-Zip:	[redacted]

Title	VP, DEPUTY SECRETARY
Name	CASSAGNOL, CLAUDE L
Address	[redacted]
City-State-Zip:	[redacted]

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN V. AMBROSE PRESIDENT/CEO 03/02/2023

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	ASSOCIATE VICE PRESIDENT
Name	HISCOCK, JEFFREY
Address	[redacted]
City-State-Zip:	[redacted]

Title	EXECUTIVE VICE PRESIDENT
Name	KURZY, MICHAEL
Address	[redacted]
City-State-Zip:	[redacted]

Title	EXECUTIVE VICE PRESIDENT
Name	O'DELL, SEAN
Address	[redacted]
City-State-Zip:	[redacted]

Tab B - Company Profile History & Qualifications

BAXTER & WOODMAN Consulting Engineers

Tab B - Company Profile: History & Qualifications

Baxter & Woodman Firm Organization & Philosophy

Baxter & Woodman, Inc. is a privately held, employee-owned corporation. The company's success and integrity are determined by our employee shareholders. This corporate structure benefits our clientele because the project team assigned to each client has a direct vested interest in the success of each project.

We are
Infrastructure planning, design and construction.

Roads/Highways, Water/Wastewater, Water Resources/Stormwater, Technology

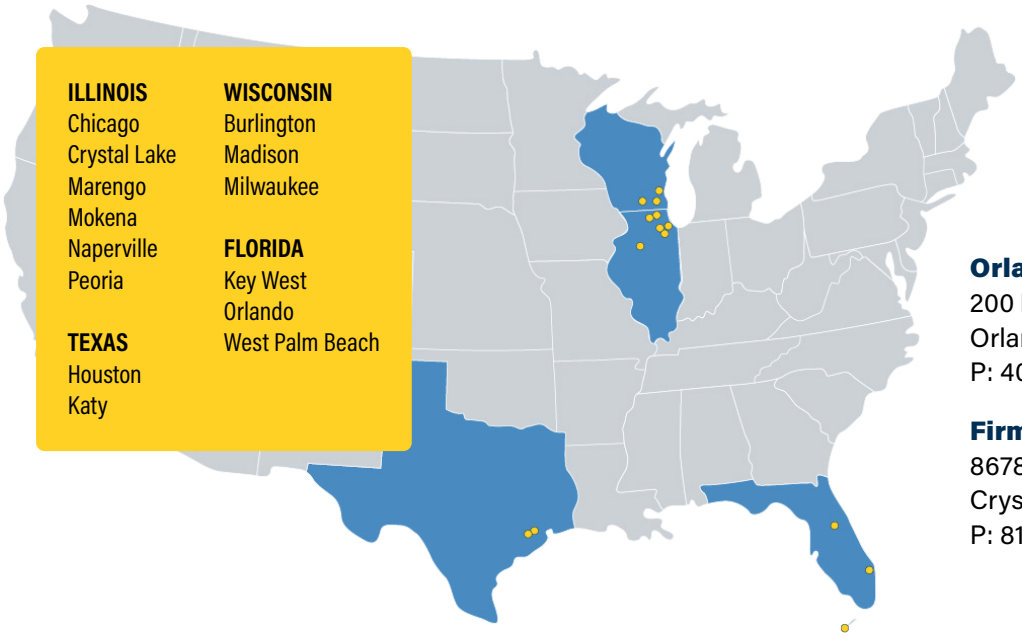
History of the Firm

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Florida, Illinois, Wisconsin, and Texas. Dedicated to promoting a sustainable future, our staff of more than 390 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried and true processes.

Baxter & Woodman provides planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties, state agencies, and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.

Regional Offices

Baxter & Woodman's 14 regional offices provides our clients with local presence and responsive service. Our team offers services that stretch well beyond typical engineering consulting. We are committed to building community value with each and every project we complete. Services for this project will be provided primarily from our Orlando Office, with additional support from our other Florida offices in Key West and West Palm Beach.



Orlando Office:
200 E. Robinson Street, Suite 555
Orlando, FL 32801
P: 407-380-0402

Firm Headquarters:
8678 Ridgefield Road
Crystal Lake, IL 60012
P: 815-459-1260

Firm Services Overview

Baxter & Woodman's staff of professionals have provided engineering services to more than 500 communities, counties, and sanitary districts during our 77 years of business. Our team provides a cohesive and cooperative work effort gained from having expertise in numerous disciplines. We offer a **full range of municipal services** from project inception to construction close-out. All necessary engineering services are provided in-house with the exception of geotechnical engineering.

- Transportation
- Wastewater
- Water
- Stormwater
- Construction
- Structures/Bridges
- Spatial Technology
- Automations/Controls
- Infrastructure
- Lighting
- Survey
- Design Build
- Natural Resources
- Grants/Funding
- Public Outreach
- Urban Planning

Multi-Disciplined Project Team

Baxter & Woodman is committed to providing the City with the highest quality engineering solutions that will save you time and money. We do this by providing you with a team of experienced and technically superior professionals who know how to implement innovative, cost-saving ideas.

Our team offers a unique approach to serving the City: we will protect your interests, provide high-quality engineering solutions, and be extremely cost-effective. Our strategy is to work as a valued partner with the City to accomplish your goals and objectives. We believe that the City will receive the following benefits by selecting the Baxter & Woodman Team:

Responsiveness

The nature of general consulting is such that responsiveness is the key to maintaining a long-term professional relationship. Many consultants claim to be responsive, however, we take great pride in ensuring that we are immediately accessible and responsive to our client's needs. We feel that prompt and responsive service is one of our strengths.

Leadership & Experience

A key component of general consulting contracts is having one point of contact with the engineering firm who can respond to all issues and needs pertaining to the contract. This person will be knowledgeable of every project and provide an efficient means of communication between the City and the engineering consultant team. **Jeff Weatherford, PE, PTOE** will direct all work products for this contract and will be the City's central point of contact.

Jeffrey S. Weatherford, PE, PTOE
Project Manager

Jeff has extensive experience in civil engineering and project management in both the private and public sectors. His experience includes transportation planning, roadway and drainage design, traffic engineering, traffic operations, street, and drainage maintenance, construction management, and Intelligent Transportation Systems.

His public sector experience spans the states of Florida, Texas, and Arizona.

Contact

P: 689-698-2304
E: jweatherford@baxterwoodman.com

Project Team Selection & Continuity

Our project team is comprised of experienced personnel, including **Project Manager Jeff Weatherford, PE, PTOE** who has the direct authority to commit resources as required for the successful completion of tasks. Baxter & Woodman carefully monitors the current and future workload for each of our employees. We understand the importance of being responsive to our client's' needs, and we always consider the impact of an awarded project will have on the workload of our staff. We are available to perform work associated with this contract beginning in 2023 through the anticipated contract completion. Our Project Manager will be fully dedicated to this contract and to the City, ensuring that all project tasks are completed on time and within budget.

While the staffing proposed for this project is stable, Baxter & Woodman recognizes that on occasion staffing changes do occur for a variety of reasons. Our Florida Transportation Group is based in our Orlando office, and we have sufficient staffing to fill vacancies at any level of a project. The Orlando staff can be supplemented by staff from West Palm Beach or other offices should it become necessary.

The strength of Baxter & Woodman is our people and our purpose. Building community value with every project we do is the force that drives us, and our fundamental core values are the principles we live by.

Integrity. Act with honesty, integrity, and respect to all.

Involvement. Promote a passion for environmental stewardship and community involvement.

Success. Strive for success for both our clients and Baxter & Woodman.

Ingenuity. Foster a work environment that promotes creativity and ingenuity.

Service. Deliver superior client service.

Growth. Encourage continued learning and growth in our profession.

BAXTER & WOODMAN'S STAFF INCLUDES:			
STAFF MEMBERS 398	STORMWATER 29	STRUCTURAL 6	CADD 15
	WATER/WASTEWATER 52	ELECTRICAL 12	SURVEY 6
	TRANSPORTATION 33	GEOLOGIST 2	SPATIAL TECHNOLOGY 9
	INFRASTRUCTURE 20	CONSTRUCTION 61	SCADA/CONTROLS 37

As of 06/2023

Subconsultant Firm Overviews

NADIC Engineering Services, Inc.

NADIC Engineering Services, Inc. (NADIC) is a client-focused engineering firm specializing in geotechnical, geo-environmental, and construction materials testing services. With a dedicated team committed to fostering client partnerships, offering innovative solutions, and delivering unwavering dedication, NADIC stands out as a leader in consulting, construction materials testing, and geotechnical services. Since 2001, NADIC has successfully completed over 4,000 projects across Florida, showcasing their expertise and reliability.

NADIC's portfolio includes a range of Volusia County projects, encompassing roadway developments, drainage initiatives, and contributions to airport projects. In collaboration with Volusia County, NADIC has been instrumental in providing geotechnical, geo-environmental, and construction materials testing solutions for the planning and design of various projects.

Southeastern Surveying and Mapping Corporation

Founded in Orlando in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, subsurface utility engineering (SUE), and geographic information systems (GIS) services throughout Florida and the Southeastern United States. SSMC has grown to be Florida's largest surveying firm, and their staff of 232 personnel work tirelessly to develop highly innovative and needs-specific solutions for numerous municipal, public transportation, private development, and infrastructure improvements. At the forefront of technology, SSMC uses state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results.

A well-trained, qualified, professional staff is the foundation of a safe work environment, and to meet this need, SSMC provides ongoing specialized training, including Florida Department of Transportation Temporary Traffic Control, Confined Space Entry, CSX Transportation Safety, OSHA safety, Transportation Worker Identification Credentials, first aid, and CPR. These efforts allow SSMC to provide one of the safest work environments in the industry.

Montrose Environmental Group

Since its inception in 2012, Montrose Environmental Group (Montrose) has been a leading environmental services company with operations across North America, Australia, and Europe. A billion-dollar revenue business employing more than 3,000 employees across over 70 locations around the world, Montrose combines deep local knowledge with an integrated approach to design, engineering, and operations for clients across commercial and government organizations. Montrose delivers innovative and practical solutions that keep its clients on top of their immediate needs – and well ahead of the strategic curve.

As one of the first to see environmental responsibility as not just an imperative but as a strategic asset, Montrose Environmental is well ahead of the curve in applying the latest technologies in practical ways to solve difficult environmental challenges. By building a leadership team with exceptional depth of experience and expertise, bringing a wealth of local information to address homegrown issues, removing operational roadblocks, and investing in assets and technologies, Montrose will stay in front of emerging environmental concerns for years to come.

Key Components to Project Success

By nature, professional engineering services contracts cover a wide variety of potential assignments. However, there are six key components to the success of most design or analysis projects: **knowledge, scope, schedule, budget, quality control, and communications**. Baxter & Woodman is committed to providing the City of Port Orange with superior projects that meet expectations. Each of these key elements, along with other factors, are discussed in more detail below.

1. **KNOWLEDGE** – Knowledge has multiple components, including knowledge of not only of facilities design, current standards, project site, and innovations in the industry, but also knowledge of local government agencies, how they operate, and their needs. Our **Project Manager Jeff Weatherford, PE, PTOE** has almost 20 years of experience working in local government. Over the course of his career, he has served as the Assistant County Traffic Engineer/ITS and Traffic Signal Engineering Manager for Pima County, Arizona, the Director of Transportation and Drainage Operations for Houston, Texas Public Works, the Manager of Traffic Operations for the City of Lakeland, Florida, and the Director of Public Services for the City of Apopka, Florida. This broad knowledge of varying sized agencies covers everything from transportation and drainage to facilities and utilities, giving him a better understanding of the needs of the public sector. Perhaps the most neglected area of knowledge is of the actual project site. Too many firms prepare designs based on survey and Google Maps alone, without ever having visited the site. Baxter & Woodman is committed to having members of the team visit each site to uncover details that might otherwise be missed. This commitment to understanding and gaining knowledge is the first key to success.

2. **SCOPE** - For the project to be successful, it is essential that an accurate and well-defined scope of work is developed at the outset of each project. To ensure each of the City's objectives is effectively addressed, Baxter & Woodman will work closely with City personnel to gain a clear understanding of specific project requirements and to ensure that goals and objectives are clearly defined.

3. **SCHEDULE** – Using the defined scope, Baxter and Woodman will work to set a reasonable schedule that can be achieved. We monitor our projects on a bi-weekly basis to verify that our timing projections are accurate and that we are remaining on schedule.

   Should the City need an accelerated schedule, Baxter & Woodman will work with our subconsultants to address requirements the City may have. If the City of Port Orange requires an accelerated schedule, tools such as over-the-shoulder reviews and working with on-call contractors to accelerate the project will be utilized.

4. **BUDGET** – The scope of work and schedule will drive the budget. Baxter & Woodman will work with the City and our subconsultants to set a reasonable budget for the project that all parties can agree to. With a properly scoped and scheduled project, adhering to the budget will not be an issue.

5. **QUALITY ASSURANCE & CONTROL** – Baxter & Woodman's rigorous quality assurance/quality control (QA/QC) program will ensure technical accuracy, constructability, and proper achievement of project expectations. Baxter & Woodman will conduct QA/QC reviews for all submittals prior to submitting packages to the City. Our subconsultant's documents are requested ahead of the scheduled deliverables to coordinate between firms and to ensure that quality standards are met.

At Baxter & Woodman, QA/QC reviews are performed by senior professional engineers with expertise in the subject matter. For this contract, Jeffrey Hiscock, PE will provide QA/QC services. Jeff serves as the Florida Region's Water Resources/Stormwater Department Manager, and has more than 35 years of experience in civil engineering across Florida.

Additionally, Baxter & Woodman understands the importance of constructability in the development of plans for any design related project. At the 60% design stage, Baxter & Woodman will utilize one of our in-house licensed General Contractors to perform a constructability review. We have found that this process aids in the reduction of construction costs and constructability issues for our clients. At Baxter & Woodman, our goal is to submit a quality product that meets or exceeds the requirements of our clients.

6. **COMMUNICATIONS** – Communications is the final key to a successful project. Our Project Manager will keep the City advised of progress on a regular basis and will immediately communicate any issues as they may arise. While our Project Manager will be the primary point of contact, our entire team will be available to answer questions or assist City staff as needed.

Additional Components

- **INNOVATION** – As mentioned, knowledge is one of the key components for successful project outcomes. In order to be innovative, Baxter & Woodman staff stay on top of new developments within the industry. This knowledge along with the varied experience of staff allow for out-of-the-box thinking when dealing with unique scenarios.

- **PRESENTATION & TECHNICAL MEMO SKILLS** – Baxter & Woodman's Orlando team will be supported by communications professionals to prepare materials for presentations, including display boards, presentations, project renderings, and visualizations videos. Project Manager Jeff Weatherford, PE, PTOE has extensive experience in making presentations to governing bodies such as the Houston City Council and the Texas House Transportation Committee in Texas, and the Apopka and Lakeland City Councils in Florida, as well as others. He has also prepared and given presentations to a variety of citizen groups throughout his career. Additionally, Baxter & Woodman is proficient in the preparation of technical memorandums. We use the same quality control process for reviewing technical memorandums as we do for plan preparation and other materials.

Project Services

This contract will be very broad, spanning numerous disciplines including roadway design, drainage analysis and design, traffic analysis, utility modifications, geotechnical investigation and analysis, surveying and utility location, costal engineering, maintenance of traffic plans, plan and development review, staff augmentation, and other related work.

As a part of this contract, services may include, but are not limited to: program management services, planning support, planning review, design support, construction and inspection services, grant and loan funding support, and miscellaneous services. Each of these types of task orders have unique scheduling needs and require different approaches. For instance, a task order to assist City staff in the review of development plans requires a different set of tasks and a quick turnaround, as opposed to the design of roadway which will require survey, geotechnical, drainage analysis, and multiple design submittals. Baxter & Woodman will work with City staff to set the scope, schedule, budget, and approach to best meet the City's needs.

Strong Partnerships

Baxter & Woodman has added **NADIC Engineering Services, Inc.**, **Southeastern Surveying and Mapping Corporation**, and **Montrose Environmental Group** to our team to provide geotechnical engineering and investigation, surveying, utility locating, and environmental services. Should the City issue a task order requiring services not currently provided by Baxter & Woodman or its subconsultants, we will consult with City staff to find the appropriate subconsultant and upon City approval, add them to our team.

BIDDING PHASE SERVICES – Baxter & Woodman will be a partner to the City of Port Orange and we will be there throughout the project, not just until the design is completed. We will support the City throughout the bidding process, including support for pre-bid conferences, preparation of materials, preparation of addenda if necessary, and other support as requested.

CONSTRUCTION PHASE SERVICES – Baxter & Woodman is available to provide full-service construction planning, resident inspection, management of start-up and operations, and maintenance of construction projects. Our team has conducted comprehensive construction management services for a variety of large and complex projects in Florida. These construction administration and inspection services are provided by in-house engineers, construction managers, and inspectors.

STAFF AUGMENTATION – While many of the possible tasks within the services description involve preparation of plans or analyses, much of the potential work will be to supplement the City of Port Orange's staff by providing reviews of plans and documents, representing the City with other agencies, and attending meetings. Baxter & Woodman recognizes that these tasks can relieve part of the workload from an overburdened staff and stands ready to commit resources to assist City staff.

GRANT & FUNDING SUPPORT - Baxter & Woodman has a variety of staff able to assist the City of Port Orange with any grant application or management assistance required. Our Project Manager, Jeffrey Weatherford, PE, PTOE, has extensive experience in the preparation and management of grants and grant applications. Additionally, other staff will be made available as needed to support grant efforts by the City of Port Orange, including Baxter & Woodman's production and marketing staff.

Similar Projects & Experience

City of Orlando, FL
Ivanhoe Boulevard Area 1

This conveyance Improvement project was for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. The area is part of a larger neighborhood project that the City of Orlando divided into six areas. Area 1 is the downstream end of the eastern half of the project, and consisted of the installation of RCP pipe, the design of two second-generation baffle boxes, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. The scope included reconstruction of 2,500 feet of brick and asphalt pavements along Ivanhoe Boulevard, Hopkins Circle, and Dormont Lane, preparation of construction plans, utility coordination, MOT plans, permitting through SJRWMD, and construction phase services.

SERVICES
- Roadway & Infrastructure Improvements
- Permitting through SJRWMD
- Cost Analysis for FEMA Grant
- Construction Phase Services
- Drainage Assessment/Analysis

COMPLETED
2020

CONSTRUCTION COST
$2,500,000

PROJECT TEAM
Claude Cassagnol, PE
Kyle Scott, PE
Cindy Young, PE

City of Orlando, FL
Ivanhoe Boulevard Area 6

This conveyance Improvement project was for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. The project is part of a larger neighborhood project that the City of Orlando divided into six areas. Area 6 is at the western part of the project, and consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. The scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along Ivanhoe Boulevard, University Drive, Harrison Avenue, Ivanhoe Road, West Yale Street, and Elizabeth Avenue, preparation of construction plans, benefit cost analysis for FEMA grant, utility coordination, MOT plans, permitting through SJRWMD, and construction phase services.

SERVICES
- Roadway & Infrastructure Improvements
- Permitting through SJRWMD
- Cost Analysis for FEMA Grant
- Construction Phase Services
- Drainage Assessment/Analysis

COMPLETED
2023

CONSTRUCTION COST
$4,700,000

PROJECT TEAM
Claude Cassagnol, PE
Jeff Weatherford, PE
Jeff Hiscock, PE
Kyle Scott, PE
Cindy Young, PE
Zack Williams, PE

City of Orlando, FL
Haralson Subdivision Improvements

Baxter & Woodman is providing final design engineering services for the Haralson Subdivision Improvements project. The project consists of removing the existing drainage systems, construction of the proposed conveyance systems, inlets, manholes, sidewalks, and the reconstruction of approximately 6,500 feet of existing asphalt roadways and associated curbs.

The drainage design includes ICPR modeling of the project site and review of storm events to include six design storms. These events are anticipated to be the 25-year/6-hour, 25-year/24-hour, 10-year/6-hour, 100-year/24-hour, and 100-year/72-hour as required by the South Florida Water Management District. The improvement basin covers approximately 29 acres, with the conveyance improvements consisting of 15-inch to 36-inch RCP pipe improvements.

SERVICES
- Drainage & Roadway Improvements
- Sanitary Sewer
- Water Improvements
- ICPR Modeling
- Permitting

COMPLETED
Ongoing, Final Plan - 8/2023

CONSTRUCTION COST
$7,651,000 (est.)

PROJECT TEAM
Claude Cassagnol, PE
Jeff Weatherford, PE
Kyle Scott, PE
Cindy Young, PE

City of Orlando, FL
Lake Davis to Lake Greenwood Drainage Retrofit

This conveyance improvement project hydraulically connects Lake Davis to Lake Greenwood as part of the Southeast Lakes Improvements project. The project consisted of the design of approximately 2,300 feet of 24-inch to 42-inch RCP pipe along Hyer Avenue and Elmwood Street, connecting the lakes. This included the design of a control structure near Lake Davis and the design of a second generation baffle box.

Baxter & Woodman was originally given a preliminary design from the City, but discovered at 30% plans that the design had constructibility issues due to MOT and depth concerns. Through meetings with the City, we arrived at a recommended alternate design. The cross street was moved from Palmer Street to Elmwood Street, and this change made for a great project improvement.

The scope also included the reconstruction of Hyer Avenue, Elmwood Street, and the existing gravity sewer along the project limits, preparation of construction plans, jack and bore of a 36-inch DIP pipe under Mills Avenue, utility coordination, MOT plans, permitting through St. Johns River Water Management District, and post design services.

SERVICES
- Improvements to Roadways
- Permitting through SJRWMD
- Existing Gravity Sewer Reconstruction
- Construction Phase Services

COMPLETED
2019

CONSTRUCTION COST
$3,300,000

PROJECT TEAM
Claude Cassagnol, PE
Cindy Young, PE

Orange County, FL
Little Egypt Sidewalk Improvements

This project involved the design of approximately 5,300-feet of sidewalk improvements along one side of the streets within a residential area known as Little Egypt. There were no sidewalks within the area, and school children and residents had to walk along the existing street pavement. The project included extensive drainage improvements throughout the neighborhood, with drainage calculations to show the sidewalk improvements would not negatively impact the conveyance of the existing drainage in the area. The reconstruction included signing and pavement marking plans, MOT plans, extensive utility coordination, and a public meeting with residents. Permitting through SFWMD.

SERVICES
- Sidewalk Design & Construction
- Drainage Improvements
- Signing & Pavement Marking
- MOT Plans
- Utility Coordination
- Public Meetings
- Construction Phase Services

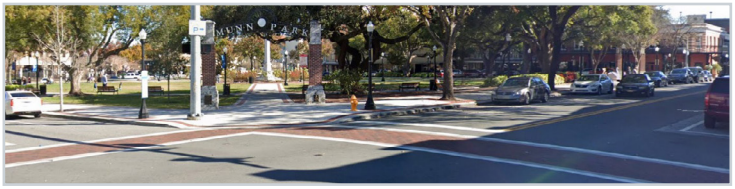
COMPLETED
2019

CONSTRUCTION COST
$685,000

PROJECT TEAM
Claude Cassagnol, PE
Cindy Young, PE

City of Lakeland, FL
Lakeland Downtown Traffic Modeling

Prior to joining Baxter & Woodman, Jeff Weatherford served as the City of Lakeland's Project Manager and Project Engineer to provide a Synchro traffic model of Downtown Lakeland. This included the organization and collection of peak hour turning movement counts for 28 signalized intersections, including five intersections along Florida Avenue/SR-37. This data was used to generate existing condition models for both the AM and PM peak periods using existing signal timings for calibration. The models were then used to model the impacts of seven scenarios, including the retiming and coordination of all traffic signals except those on the state highway, the conversion of signalized intersections to all-way stops, and the closure to motor vehicle traffic of several road segments in the Downtown. This analysis of street closures was to determine the impact that the creation of a pedestrian mall might have on circulation and operations of traffic through the Downtown.



SERVICES
- Traffic Data Collection
- Turning Movement Counts
- Traffic Analysis
- Traffic Systems Timing Studies

COMPLETED
September 13, 2022 – October 11, 2022 – 4-week duration

PROJECT COST
Performed In-House by the City of Lakeland

PROJECT TEAM
Jeffrey Weatherford, PE, PTOE

Tab C - Qualifications, Professional License, Certifications, Education & Training

BAXTER & WOODMAN
Consulting Engineers

Tab C - Qualifications, Professional License, Certifications, Education & Training

The success of the City's projects depends on our ability to collaborate with your staff and efficiently address your project goals. The City's assurance of a committed project team comes from our dedication to providing practical, innovative, value-based solutions and delivering successful projects. The structure of our organization is designed to provide the City with open and continual communication between the City and the project team. Baxter & Woodman has assembled a comprehensive project team to address all the tasks associated with professional engineering services. Resumes of key personnel are on the following pages.

*Key Personnel

QA/QC
Jeffrey Hiscock, PE*

Principal-in-Charge
Claude Cassagnol, PE*

Project Manager
Jeffrey Weatherford, PE, PTOE*

PROJECT ENGINEERS

Roadway
Zachary Williams, PE*
Christina Stoczynski, EI*
Michelle Zhao

Construction Engineering & Inspection
Cyril Fernandez, PE*
Ramond Bedford

Drainage Design and Analysis
Cindy Young, PE*
Kathryra Clarke, EI*

GIS
Dylan Reid Eber Froman, PE

Utilities Support
Kyle Scott, PE*
Hannah Dawley, EI

SUBCONSULTANTS

Geotechnical & Materials Testing
Nadic Engineering Services, Inc.
*Godwin Nnadi, PhD, PE**

Surveying
Southeastern Survey and Mapping Corporation
*Edwin Munoz, Jr., PSM**
*Thomas Mead, PSM, PLS**

Environmental
Montrose Environmental Group
*Kendra Tremain, PWS**
*Christian Miller**
*Maurice Pearson**
*Vanessa Vasquez**

Claude L. Cassagnol, PE

Principal-in-Charge - Vice President/Orlando Regional Manger

CONTACT INFORMATION

407-386-2249

ccassagnol@baxterwoodman.com

Joined Firm in 2019

Years of Experience: 42

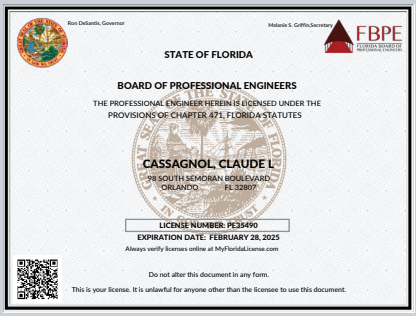
EDUCATION

M.S., Engineering, University of Central Florida, 1981

B.S., Engineering, University of Central Florida, 1979

REGISTRATIONS

Licensed Professional Engineer: Florida



BAXTER & WOODMAN Consulting Engineers

Claude has extensive experience in land development and highway design, including site planning and stormwater/drainage design. His broad experience includes stormwater collection systems, roadway improvements, utility infrastructure improvements, and regulatory compliance.

REPRESENTATIVE PROJECTS

Orlando, FL

Lake Davis to Lake Greenwood Drainage Retrofit

Project Manager/EOR for a conveyance improvement project to hydraulically connect Lake Davis to Lake Greenwood as part of the SE Lakes Improvements project. Project consists of approximately 2,300 feet of 24-inch to 42-inch RCP pipe along Hyer Avenue and Elmwood Street connecting the lakes, the design of a control structure near Lake Davis, and the design of a second generation baffle box. Scope included reconstruction of Hyer Avenue and Elmwood Street and reconstruction of the existing gravity sewer along the project limits, preparation of construction plans, utility coordination, MOT plans, and permitting through SJRWMD.

Orlando, FL

Ivanhoe Boulevard Area 1

Project Manager for a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. The area is part of a larger neighborhood project that the City of Orlando divided into six areas. Area 1 is the downstream end of the eastern half of the project, and consisted of the installation of RCP pipe, the design of two second-generation baffle boxes, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction of 2,500 feet of brick and asphalt pavements along Ivanhoe Boulevard, Hopkins Circle, and Dormont Lane, preparation of construction plans, utility coordination, MOT plans, permitting through SJRWMD, and construction phase services.

Orlando, FL

Ivanhoe Area Boulevard Area 6

Principal responsible for oversight of an update to the drainage study to include the impacts of Hurricane Ian. Additionally responsible for addressing design questions during construction. This project was a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. Project consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along neighborhood streets in the project.

Jeffrey G. Hiscock, PE

QA/QC - Water Resources/Stormwater Department Manager

CONTACT INFORMATION

561-425-7760

jhiscock@baxterwoodman.com

Joined Firm in 2018

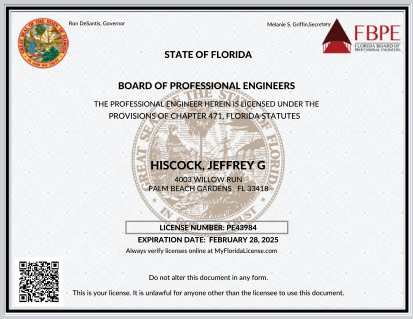
Years of Experience: 37

EDUCATION

B.S., Mechanical Engineering, University of Florida, 1986

REGISTRATIONS

Licensed Professional Engineer: Florida



BAXTER & WOODMAN Consulting Engineers

Jeff has extensive engineering management experience with focus on water management engineering, stormwater pumping station design, and Geographic Information Systems (GIS) programming. Jeff is specifically experienced with watershed assessments and detailed basin flood-routing analyses using computational hydrology and hydraulics computer modeling, and GIS.

REPRESENTATIVE PROJECTS

Stormwater Pumping Stations

Jeff served as Project Manager and the Engineer of Record for 16 state-of-the-art stormwater pumping station designs during his career. Most stations included electric submersible pumps and buildings with loading bays, crane hoist systems, backup generators and external above ground fuel tanks. A few examples are listed below:

- Mirasol Stormwater Pumping Stations and Control Structures for NPBCID (Northern Palm Beach County Improvement District)
- PGA National Central Stormwater Pumping Station Renovation for NPBCID
- Ibis Stormwater Pumping Stations for NPBCID
- Ibis Intermediate Pump Station for NPBCID
- East and South Pump Stations for PBC Department of Airports
- Jungle Road Pump Station (D-16) for Palm Beach
- El Brillo Way Pump Station (D-18) for Palm Beach
- Hamilton Bay Stormwater Pump Station for NPBCID
- Baywinds Stormwater Pump Stations for NPBCID

GIS Graphical User Interfaces

Jeff has utilized GIS to its fullest extent by performing spatial analyses and writing code to allow other users to use data and run models for "what-if" scenarios. Jeff has advanced his capabilities over time as the technology has advanced. He has developed the following GIS Graphical User Interfaces (GUIs). A few examples are listed below and a few completed while working for others:

- Watershed Assessment Model (WAM) GUI for Suwannee River WMD (AML – ARC/INFO Unix)
- WAMView GUI for Lower St. Johns River Basin for St. Johns River WMD (Avenue - ArcView)
- Phosphorus (P) Budget GUI for the Northern Lake Okeechobee Watershed for SFWMD (Avenue- ArcView)
- Lake Istokpoga/Upper Chain of Lakes Basin P-Budget for SFWMD (Avenue- ArcView)
- P-Budget GUI for Analyzing Phosphorus Load and Import/Export in the Lake Okeechobee Protection Plan (LOPP) (VBA- ArcGIS)
- Development of ArcWAM GUI for Soil and Water Engineering Technologies, Inc. (VB.Net and C#.Net – ArcGIS)

Jeffrey S. Weatherford, PE, PTOE

Project Manager - Transportation & Engineering Manager

CONTACT INFORMATION

689-698-2304

jweatherford@baxterwoodman.com

Joined Firm in 2022

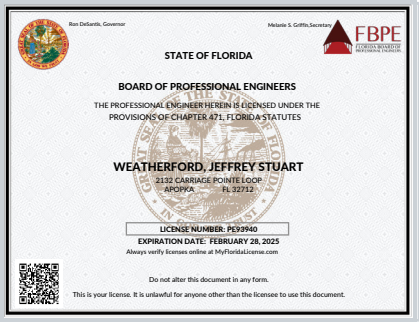
Years of Experience: 28

EDUCATION

B.S., Civil Engineering, Illinois Institute of Technology, Chicago

REGISTRATIONS

Licensed Professional Engineer: Florida, Texas



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WEATHERFORD, JEFFREY STUART

2132 CARRIAGE POINTE LOOP

APOPKA FL 32712

LICENSE NUMBER: PE93940

EXPIRATION DATE: FEBRUARY 28, 2025

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BAXTER & WOODMAN Consulting Engineers

Jeff has extensive experience in civil engineering and project management in both the private and public sectors. His experience includes transportation planning, roadway and drainage design, traffic engineering, traffic operations, street, and drainage maintenance, construction management, and Intelligent Transportation Systems.

His public sector experience spans three states where he served with the Pima County, AZ Department of Transportation, the City of Lakeland, FL Public Works Department, the City of Apopka, FL Public Services Department, and the City of Houston, TX where he was the Director of Transportation and Drainage Operations.

REPRESENTATIVE PROJECTS

Lakeland, FL

Downtown Lakeland Traffic Model Development

Project Manager/Engineer responsible the data collection and development of a Synchro model for downtown Lakeland. This model will be used to determine potential impacts of the removal of various traffic signals and the closure of sections of streets to motor vehicles making them bike and pedestrian only streets.

Orlando, FL

Ivanhoe Area Boulevard Area 6

Project Engineer responsible for oversight of an update to the drainage study to include the impacts of Hurricane Ian. Additionally responsible for addressing design questions during construction. This project was a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. Project consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along neighborhood streets in the project.

Palm Beach County, FL

Haverhill Road from Hypoluxo Road to Lantana Road

Transportation Design Team Leader for roadway design services for the widening of Haverhill Road from Hypoluxo Road to Lantana Road (approximately 6,200 LF) from a two-lane divided section to four-lane divided. The project site is located in unincorporated Palm Beach County, west of Lake Worth Beach. Work includes right-of-way mapping for Haverhill Road to expand the right-of-way from an existing 80-foot to a proposed 100-foot section, roadway and drainage design, signalization, signing, and pavement marking design and street lighting.

Zachary E. Williams, PE

Project Engineer/Roadway - Project Manager

CONTACT INFORMATION

689-698-2303

zwilliams@baxterwoodman.com

Joined Firm in 2022

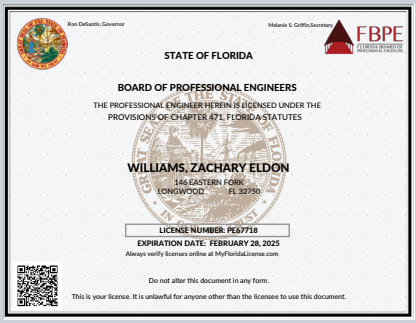
Years of Experience: 20

EDUCATION

B.S., Civil Engineering, University of Florida, Gainesville, 2003

REGISTRATIONS

Licensed Professional Engineer: Florida



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WILLIAMS, ZACHARY ELDON

146 EASTERN FORK

LONGWOOD FL 32750

LICENSE NUMBER: PE-77718

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BAXTER & WOODMAN Consulting Engineers

Zack has vast civil engineering experience, providing land development and transportation design services to various transportation agencies, school districts, municipalities, and County governments. He brings a broad range of talents, including efficient coordination of multi-discipline teams, collaborative concept and design plan development, and effective post-design and construction support.

REPRESENTATIVE PROJECTS

Orlando, FL

Ivanhoe Area Boulevard Area 6

Project Engineer responsible for roadway designs. This project was a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. Project consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along neighborhood streets in the project.

Orange County, FL

37th Street Sidewalk Design

Transportation Engineer for the design of approximately 1,500 feet of sidewalk and associated drainage structures along a neighborhood street. The project includes survey, geotechnical investigation, environmental investigation, design of sidewalk including a transition from the north side of the street to the south side, an underground drainage system, utility coordination, and pavement markings associated with the project.

Orlando, FL

Alden Road & Lake Highland Drive Realignment & Extension

Engineer of Record for roadway, urban trail and parking lot construction plans, cost estimates, and specifications for approximately one mile of realigned roadway and urban trail. Project required coordination between City of Orlando, FDOT (rail), and Lake Highland Preparatory School, as well as local utility providers. Designed a complex construction phasing plan that maintained school operations during construction and accommodated the City's needs for maintaining public trail access.

Cindy M. Young, PE

Project Engineer/Drainage Design & Analysis - Project Engineer

CONTACT INFORMATION

407-386-2254

cyoung@baxterwoodman.com

Joined Firm in 2019

Years of Experience: 27

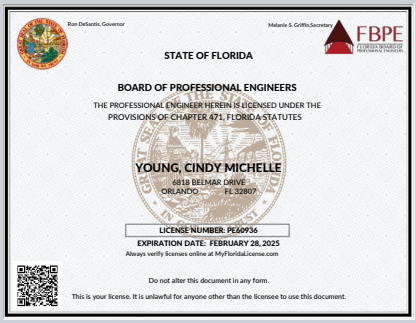
EDUCATION

M.S., Water Resource Engineering, University of Central Florida, 1998

B.S., Environmental Engineering, University of Central Florida, 1996

REGISTRATIONS

Licensed Professional Engineer: Florida



BAXTER & WOODMAN Consulting Engineers

Cindy has vast experience performing drainage engineering for a wide range of projects, including a major drainage model for Lakeland Linder Regional Airport. She has designed water and reuse distribution systems, sewer collection systems, and lift stations. She is proficient in the use of many software packages, such as CADD and geometry design packages, ICPR storm modeling, ASAD storm sewer design, Arc View/Avenue, Modret groundwater modeling, and Microsoft Office. She has attended the Highway Bridges seminar, and attended the ICPR training class by Streamline Technologies.

REPRESENTATIVE PROJECTS

Orlando, FL

Lake Davis to Lake Greenwood Drainage Retrofit

Drainage Engineer for a conveyance improvement project to hydraulically connect Lake Davis to Lake Greenwood as part of the SE Lakes Improvements project. Project consisted of approximately 2,300 feet of 24-inch to 42-inch RCP pipe along Hyer Avenue and Elmwood Street connecting the lakes, the design of a control structure near Lake Davis, and the design of a second generation baffle box. Scope included reconstruction of Hyer Avenue and Elmwood Street, reconstruction of the existing gravity sewer along the project limits, preparation of construction plans, utility coordination, MOT plans, and permitting through SJRWMD.

Orlando, FL

Haralson Subdivision Improvements

Drainage Engineer for the project consisting of removing the existing drainage systems, construction of the proposed conveyance systems, inlets, manholes, and sidewalks and reconstruction of approximately 6,500 feet of existing asphalt roadways and associated curbs. Drainage design includes ICPR modeling of the project site and review of storm events to include six design storms, these events are anticipated to be the 25-year/6-hour, 25-year/24-hour, 10-year/6-hour, 100-year/24-hour, plus the 100-year/72-hour as required by South Florida Water Management District. Preparation of a project summary and permit application is also included.

Orlando, FL

Ivanhoe Area Boulevard Area 6

Project Engineer responsible for design of storm drain. This project was a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. Project consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along neighborhood streets in the project.

CHRISTINA STOCZYNSKI, EI

Project Engineer/Roadway

Christina has experience in the design of roadway improvements, bicycle/multi-use paths, and bridge structures. She has completed Illinois Tollway, IDOT, and Chicago Department of Transportation (CDOT) projects, so she knows each agency's standards. Christina is also familiar with various funding program requirements for municipal, state, and federally funded projects.

CONTACT INFORMATION

815-444-3366

cstoczynski@baxterwoodman.com

Joined Firm in 2022

Years of Experience: 9

EDUCATION

B.S., Civil Engineering,
University of Iowa, 2014

REGISTRATIONS

Professional Engineer Intern

TECHNICAL EXPERIENCE

MicroStation
OpenRoads Designer
GEOPAK
Microsoft Office

REPRESENTATIVE PROJECTS

Elgin, IL - Bike Path IV Phase II

Project Engineer for the design of the bike path in the Randall Road to IL 31 corridors. Completed plans, specifications, and cost estimate for Bike Path IV Phase II, including of a combination of road widening (on-road path), new bike path construction (off-road path), and repair of the existing bike path in the three corridors.

Park Forest, IL - Shabbona Drive Resurfacing Phase II

Provided Phase II services for the improvements of Shabona Drive. The project included full depth removal of the existing asphalt roadway, profile corrections, and paving HMA leveling binder and surface course to provide a revised cross slope of 2%.

Lake County DOT, IL - Rollins Road Resurfacing & Non-Motorized Travel Improvements

Project Engineer for Phase I/II design to improve pedestrian mobility along Rollins Road. The project includes alternative analysis for sidewalk along both sides of the road, pavement resurfacing, public involvement, traffic signal design, drainage studies, right-of-way plats, environmental investigation, and permitting.

KATHRYNA CLARKE, EI

Project Engineer/Drainage Design & Analysis

Kathryna has seven years of civil engineering experience providing design support for municipal water infrastructure projects, as well as for commercial, industrial, and residential land development projects for several Florida municipalities and national clientele. She brings a broad range of talents including stormwater modeling, utility distribution/ site design, erosion control inspection, CADD, and construction administration support.

CONTACT INFORMATION

689-698-2305

kclarke@baxterwoodman.com

Joined Firm in 2021

Years of Experience: 7

EDUCATION

B.S., Civil Engineering
Northeastern University, 2015

REGISTRATIONS

Erosion Control Inspector

TECHNICAL EXPERIENCE

Society of Women Engineers

National Society of Black Engineers

REPRESENTATIVE PROJECTS

Orange County, FL - Wekiva Pond #6794 BMAP Retrofit

Design engineer who provided CADD support for construction plans for a water quality retrofit of an existing dry detention pond that treats an area of about 120 acres of residential land use.

Orange County, FL - Jones Avenue Stormwater Pond

Design engineer who provided support for developing large scale drainage model for analysis of 1,500 acres for the Jones Avenue Pond. Project to include final design plans, which will include an alum injection system.

Hanson Engineering/Amazon Air - KLAL Amazon 1.25 Project*

Design engineer who provided drainage modelling support for expansion of existing facilities at Lakeland Linder Airport.

Smyrna Ready Mix Concrete -Grissom Parkway Cement Plant*

Design engineer for the construction plans for a proposed concrete batch plant as well as providing permit application support for the project to the City of Cocoa, Brevard County and FDEP.

**While working for others*

Kyle Scott, PE

Project Engineer/Utilities Design & Analysis - Engineer III

CONTACT INFORMATION

561-425-7721

kscott@baxterwoodman.com

Joined Firm in 2014

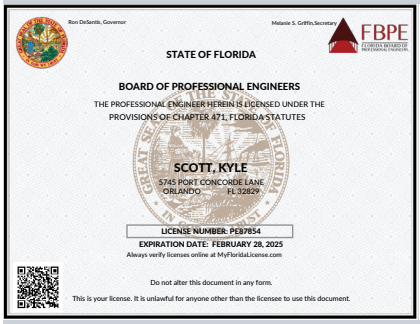
Years of Experience: 9

EDUCATION

B.S., Environmental Engineering, University of Central Florida, 2013

REGISTRATIONS

Licensed Professional Engineer: Florida



BAXTER & WOODMAN Consulting Engineers

Kyle's many years of engineering design and construction experience include hydraulic modeling, potable water systems, reclaimed water systems, wastewater collection and transmission systems, master planning, and construction observation.

REPRESENTATIVE PROJECTS

Orlando, FL

Ivanhoe Area Boulevard Area 6

Project Engineer responsible for utility design and analysis. This project was a conveyance improvement project for an existing residential area on the north side of Lake Ivanhoe that was platted in the 1920's. Project consists of the installation of RCP pipe, the design of a second-generation baffle box, replacement of sanitary manholes and VCP sanitary sewer lines, and replacement of the cast iron/galvanized water mains. Scope included reconstruction approximately 3,900 feet of brick and asphalt pavements along neighborhood streets in the project.

Orlando, FL

Haralson Subdivision Improvements

Utilities Design Engineer for the project consisting of removing the existing drainage systems, construction of the proposed conveyance systems, inlets, manholes, and sidewalks and reconstruction of approximately 6,500 feet of existing asphalt roadways and associated curbs. Drainage design includes ICPR modeling of the project site and review of storm events to include six design storms, these events are anticipated to be the 25-year/6-hour, 25-year/24-hour, 10-year/6-hour, 100-year/24-hour plus the 100-year/72-hour as required by South Florida Water Management District. Preparation of a project summary and permit application is also included.

West Palm Beach, FL

Utilities Standard Details

Updated the water, wastewater and stormwater standards. Specifically, the following standard details: general construction, gravity sewer, pollution control, pressure pipe, storm water, and water service.

Lantana, FL

High Service Pump Replacement Study

The renewal and replacement of the Town's high service pumping system due to age of the equipment and facilities.

Cyril Fernandez, PE

Project Engineer/Construction Services - Construction Department Manager

CONTACT INFORMATION

321-270-0842

cfernandez@baxterwoodman.com

Joined Firm in 2023

Years of Experience: 17

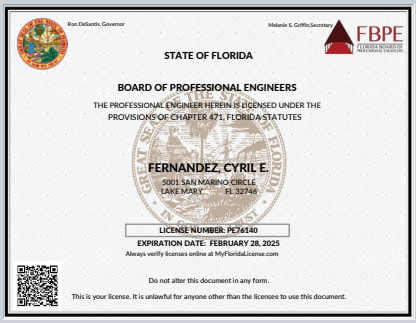
EDUCATION

B.S., Civil Engineering (Structural), University of South Florida, 2008

M.S., Civil Engineering (Structural), University of South Florida, 2016

REGISTRATIONS

Licensed Professional Engineer: Florida



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FERNANDEZ, CYRIL E.

5001 SAN MARINO CIRCLE

LAKE MARY FL 32746

LICENSE NUMBER: PE74140

EXPIRATION DATE: FEBRUARY 28, 2025

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BAXTER & WOODMAN Consulting Engineers

Cyril has recently joined our team with experience as a Construction Manager and as a Senior Project Engineer, which includes managing the CEI team, supervising construction activities, reviewing the contractor schedule and claims, preparing work orders and supplement agreements, and working with the CEI team to resolve construction issues.

REPRESENTATIVE PROJECTS

Florida DOT, District Five

Wekiva Parkway Section 7A*

Contract Support Specialist for construction improvements to SR 429/SR 46 (Wekiva Parkway Section 7A) from east of Longwood Markham Road to Orange Boulevard, approximately 3.041 miles in Seminole County. The major items of work include intensive franchise utility relocations, new roadway construction with four roundabouts, 12 new bridges, MSE walls, slip ramps, drainage improvements, curb and gutter construction, sidewalk, guardrail, traffic signals, signing installation (including overhead truss and cantilever truss construction), final surface painted pavement markings, bike lanes, lighting, intelligent transportation systems, miscellaneous structures, retaining walls two toll sites with gantries and buildings, and two "utility work by highway contractor" projects.

Flagler County (Palm Coast), FL

Marineland Acres Drainage and Roadway Improvements*

Senior Project Engineer for CEI services for The Marineland Acres Improvements Project. The project consists of paving 3.7 miles of two-lane dirt residential roadway, utility relocations and installation of an extensive drainage system to prevent future flooding.

Florida DOT, District Five

John Young Parkway Widening*

Senior Project Engineer for milling and resurfacing three miles of the John Young Parkway in Kissimmee, constructing a new median and turn lanes, utility relocation for the City of Kissimmee water system, new retention ponds and stormwater drainage system, sidewalk repairs and ADA improvements.

**While working for others*

GODWIN NNADI, Ph.D., PE

407-521-4771 | gnnadi@nadicinc.com

PROFESSIONAL PROFILE

Dr. Nnadi directs and manages NADIC's operations throughout Florida. He has more than 43 years of experience from geotechnical and geo-environmental engineering applications to various areas such as civil, transportation, industrial and environmental systems. He has authored and co-authored over 14 publications and was an adjunct professor at University of Central Florida, Civil & Environmental Department.

REGISTRATIONS/ AFFILIATIONS

Professional Engineer:

LICENSES/ CERTIFICATIONS

PE #50637, Florida, 1996; #90355751, Canada, 1993; Nigeria, 1985.

EDUCATION

Ph.D. Civil Engineering (1990), Queens University, Kingston, Canada;

M.S. Civil Engineering (1980), Purdue University, Lafayette, Indiana;

B.S Mining/Geological Eng., (1979), University of Nevada, Reno.

EXPERIENCE

43 years

PUBLICATIONS

Nnadi, G.N., I. Kinnear, J.D. Hussin & S. Flood, 2001. ***A Case Study of Ground Improvement for a Major Power Plant*** in Jacksonville, Florida. Proc. of a Specialty Conference: Foundations and Ground Improv. Blacksburg, Virginia, June 9-13.

PROJECT EXPERIENCE

East Central Regional Rail Trail, Phase 4A from Guise Road to Gobblers Lodge Road, Volusia County, FL

This project consists of the design, construction, and commission of completing the East Central Regional Rail Trail (ECRRT) the connection of the existing ECRRT at Guise Road to Gobblers Lodge Road in Osteen, Volusia County. The multi-use trail is planned as a 12-foot-wide, asphalt trail of approximately 10 miles long, running just south of Maytown Road from Guise Road to Gobblers Lodge Road. The project also includes the construction of two bridges along the trail alignment.

SR A1A and Lynnhurst Drive Intersection Improvements, Volusia County, FL

This project consists of improving SR A1A and Lynnhurst Drive intersection by constructing an additional Northbound left turn lane into Lynnhurst Drive and the installation of 18-inch French drains on either side of SR A1A from Essex Drive to Lynnhurst Drive.

Mast Arm Traffic Signals Venture Drive and SR 5 (US-1) Intersection, Volusia County, FL

This project consists of improvement of Venture Drive and SR 5 (US-1), the purpose is to provide pedestrian safety at the intersection.

ADDITIONAL EXPERIENCE

- I-95 Widening from SR 40 to I-4, Volusia County, Florida
- SR A1A at Coquina Key Drive Drainage Improvements, Volusia County, Florida
- Mast Arm Traffic Signals US 92 Intersections @ Midway Avenue & Adams Street, Volusia County, Florida
- Mast Arm Traffic Signals SR 400 Intersection @ SR 5A (Nova Road), Volusia County, Florida
- Pedestrian Bridges, Design/Build for East Central Regional Rail Trail, Phase 4A, Osteen, Volusia County, Florida

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EDUCATION

Valencia Community College, Geoplane Training and Continuing Education

REGISTRATIONS

Licensed Professional Engineer: Florida

ORGANIZATIONS

Florida Surveying and Mapping Society

National Society of Professional Surveyors

Florida GPS Users Group

Florida GNSS Users Group

THOMAS K. MEAD, PSM, PLS - SURVEY

850-220-6613 | tmead@southeasternsurveying.com

Thom has 39 years of professional surveying and mapping experience. He coordinates and schedules personnel for various state, federal, and private survey projects. Thom has extensive experience acting as Principal-in-Charge, as well as Project Manager on contracts similar in size and scope. Thom has worked on thousands of boundary surveys, as well as topographic surveys, and right-of-way design surveys with mapping.

REPRESENTATIVE PROJECTS

Volusia County, FL - Industrial Drive Drainage, Utility and Roadway Improvements 2023
Principle-in-Charge for improvements and utilities-based on above ground evidence were located. Coordinated Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.

Volusia County, FL - Rivington 30 Acres 2022
Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on final drawings.

Volusia County, FL - Rooms to Go Daytona 2021
Principle-in-Charge who conducted a construction layout survey and as-built survey in the City of Daytona Beach. Horizontal and vertical control (benchmarks) were recovered and new control for construction was established. After the foundation slab was poured, an as-built survey was performed to determine if was constructed in the correct location, to the correct dimensions and to the correct finished floor elevation.

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EDUCATION

B.A. in Business Administration, University of Central Florida

Geomatics Certification, University of Florida

REGISTRATIONS

Licensed Professional Engineer: Florida

ORGANIZATIONS

Florida Surveying and Mapping Society

Florida Surveying and Mapping Society - Central Florida Chapter

National Society of Professional Surveyors

EDWIN MUNOZ, JR., PSM - SURVEY

407-789-3697 | emunoz@southeasternsurveying.com

Edwin has 13 years of professional surveying and mapping experience. His responsibilities include research, project coordination, and scheduling field and office personnel for various private and public survey projects. Edwin commits to be hands-on with project resources, research, and reconnaissance to deliver a quality product on time and within budget.

REPRESENTATIVE PROJECTS

Volusia County, Florida - 1800 W. French Avenue, Orange City 2023
The location of al boundary corners were established and any missing corners were reset. Horizontal control was established. A review of the initial title commitment was provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein.

Volusia County, Florida - North Thorpe Avenue - Specific Purpose Right of Way Exhibit 2022
SSMC established horizontal Control and recover sufficient monumentation along North Thorpe Avenue and East 2nd Avenue to determine the location of the right of way. Created a right of way exhibit to show the location of the monumented right-of-way. Located watermain as designated by City of Orange City and show on survey.

Volusia County, Florida - Survey Services for the Orange City Water Plant Greensand Filter 2020
Horizontal and vertical control was established. Located all improvements and utilities. Obtained spot elevations. Horizontally located and field marked (paint & flags) all public subsurface utility mains found. Performed test Holes at 25 specific locations. Ensured the vertical and horizontal position of the subject utilities.

MONTROSE ENVIRONMENTAL

EDUCATION

B.S., Marine Biology, University of West Florida, 2000

Graduate Certificate Environmental Policy and Management, University of Florida, 2003

REGISTRATIONS

Authorized Gopher Tortoise Agent, Florida Fish & Wildlife Conservation Commission

Professional Wetlands Scientist, Society of Wetland Scientists

Stormwater Management Inspector, Florida Department of Environmental Protection

KENDRA TREMAIN, PWS - SENIOR BIOLOGIST

407-405-8066 | ketremain@montrose-env.com

Kendra is a project scientist who supports GIS tasks for a range of projects in the Natural Resources and Environmental Engineering service lines. With more than 18 years of experience in the public and private sectors of the environmental field and GIS, Kendra's expertise includes project management, environmental analysis, and regulatory permitting.

REPRESENTATIVE PROJECTS

Marion County, FL - FDOT SR 35, Baseline Road Design/Build
Served as Project Scientist II for conducting gopher tortoise surveys, relocations, and scoping burrows with a borescope for the presence/ absence of the eastern indigo snake. The 4.5-mile segment of SR 35 project involved reconstructing the existing two-lane SR 35 into a four-lane divided urban arterial roadway.

FDOT SR 414, East of I-4 to East of County Road 427
Served as Project Scientist II for field support for the delineation of wetlands and review of the site for threatened and endangered wildlife species. This project involved impacts to sand skink habitat, a federally endangered species.

FDOT - I-4 PD&E Study
Served as Project Scientist II who provided services for the review and evaluation of wetland communities within limits of the I-4 PD&E study, which was approximately 23 miles. Kendra was responsible for wetland and other surface water identification, assessments using Uniform Mitigation Assessment Method (UMAM), and documentation of findings in the wetland evaluation report (WER).

MONTROSE ENVIRONMENTAL

EDUCATION

M.A., Organizational Management, University of Phoenix

B.S., Biology, University of Central Florida

REGISTRATIONS

Authorized Gopher Tortoise Agent, Florida Fish & Wildlife Conservation Commission

ORGANIZATIONS

FDEP Acquisition & Restoration Council (ARC)

MAURICE PEARSON - SENIOR SCIENTIST

855-629-8180 | mapearson@montrose-env.com

Maurice (Mo) has managed natural resource projects since 1993 and is recognized regionally as a leader of this practice area. Working in both the public and private sectors, Mo has acquired an exceptional perspective in understanding, negotiating, and meeting project needs in natural resource management and planning.

REPRESENTATIVE PROJECTS

Orange County, FL - Wetland Mitigation Bank Permitting
Senior Project Manager responsible for all technical aspects for a wetland mitigation bank at a 4,000-acre site within the Econlockhatchee watershed in southeast Orange County. The project team has completed delineation, review, and assessment of approximately 2,200 acres of on-site wetlands, surveys for T&E species, and potential occurrence and assessment of land management needs to maintain the integrity of the landscape.

Marion County, FL - FDOT SR 35, Baseline Road Design/Build
Served as Senior Project Manager for conducting gopher tortoise surveys, relocations, and scoping burrows with a borescope for the presence/ absence of the eastern indigo snake. The 4.5-mile segment of SR 35 project involved reconstructing the existing two-lane SR 35 into a four-lane divided urban arterial roadway.

FDOT - I-4 PD&E Study
Served as Project Scientist who provided services for the review and evaluation of wetland communities within limits of the I-4 PD&E study, which was approximately 23 miles. Was responsible for wetland and other surface water identification, assessments using Uniform Mitigation Assessment Method (UMAM), and documentation of findings in the wetland evaluation report (WER).

MONTROSE ENVIRONMENTAL

EDUCATION

B.S., Entomology, University of Florida, 1981

M.B.A., Business Administration – Project Management, Webster Vienna Private University, 2006

Master's coursework in Medical Entomology, University of Florida, 1985

REGISTRATIONS

NPDES Inspector, Florida Department of Environmental Protection (FDEP)

Certified sUAS Pilot, Federal Aviation Administration (FAA)

CHRISTIAN MILLER - PROJECT BIOLOGIST

855-629-8180 | chmiller@montrose-env.com

Christian has more than 30 years of experience in the environmental sciences field within the southeastern United States. His expertise includes project management, environmental constraints analysis, regulatory permitting, hazardous materials inspections, and CEI inspections for both public and private sector development.

REPRESENTATIVE PROJECTS

Marion County, FL - FDOT SR 35, Baseline Road Design/Build
Served as Project Scientist II for conducting gopher tortoise surveys, relocations, and scoping burrows with a borescope for the presence/absence of the eastern indigo snake. The 4.5-mile segment of SR 35 project involved reconstructing the existing two-lane SR 35 into a four-lane divided urban arterial roadway.

Seminole County, FL - FDOT, District 5: Wekiva Parkway Section 7A
Senior Scientist responsible for wildlife surveys within the corridor for protected species and potential suitable habitats identified during the PD&E study to update species occurrences. Other tasks included early identification of and coordination with regulatory agencies to assure that design efforts were properly directed toward permit requirements for the Wekiva Parkway.

Orange County, FL - Orange County General Engineering Services
Served as Senior Environmental Scientist assisting County staff in developing preferred improvement concepts and design criteria packages for County Road projects. Tasks included collecting data of existing environmental resources, conducting the required environmental analyses for project alternatives, and completing the environmental elements of a technical memorandum for each project.

MONTROSE ENVIRONMENTAL

EDUCATION

B.S., Environmental Studies, University of Central Florida, 2022

REGISTRATIONS

Authorized Gopher Tortoise Agent, Florida Fish & Wildlife Conservation Commission

TRAININGS

Geographic Information Systems Certificate, University of Central Florida

AFFILIATIONS

Central Florida Association of Environmental Professionals

Florida Association of Environmental Professionals Organization

VANESSA VASQUEZ - STAFF BIOLOGIST

954-383-3295 | vavasquez@montrose-env.com

Vanessa is a dedicated and passionate biologist/environmental scientist with experience in conducting site surveys, threatened and endangered species surveys, wetland delineations, data collection, remediation sampling, and ArcGIS mapping.

REPRESENTATIVE PROJECTS

Species Surveys
Conducted wildlife and endangered species surveys.

Surveying
Collected GIS data points of surveys using Trimble.

Wetland Delineations
Conducted wetland delineations by surveying soils & analyzing vegetation.

GIS Mapping
Utilized ArcGIS to create maps of properties, wildlife surveys, FLUCCS codes, vegetation types, wetland delineations, gopher tortoise burrows, etc.

Storm Drain Identification
Led a group of volunteers to label storm drain inlets across Orange County.

GIS Data
Collected and labeled GIS data points.

GIS Mapping
Utilized ArcGIS online to create GIS layers on storm drain inlets.

Field Sampling
Collected and analyzed lake water.

Licenses, Registrations, & Certifications

Baxter & Woodman, Inc.

State of Florida
Department of State

I certify from the records of this office that BAXTER & WOODMAN, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 2, 2016.

The document number of this corporation is F16000002059.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 28, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of May, 2023

Secretary of State

Tracking Number: 3111769816CU

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

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THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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- Find Exam Information
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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 11:20:00 AM 4/19/2023

Licensee Information

Name:	BAXTER & WOODMAN, INC. (Primary Name)
Main Address:	8678 RIDGEFIELD ROAD CRYSTAL LAKE Illinois 60012
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	31795
Status:	Current
Licensure Date:	08/11/2016
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

Nadic Engineering Services

State of Florida
Department of State

I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P01000085332.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2023

Secretary of State

Tracking Number: 0386136410CC

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

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

State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
03/28/2023 to 03/28/2025

J. Todd Inman
Florida Department of Management Services

SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, GODWIN NGOZI
13412 SPLASH COURT
ORLANDO FL 32828-0000

LICENSE NUMBER: PE50637
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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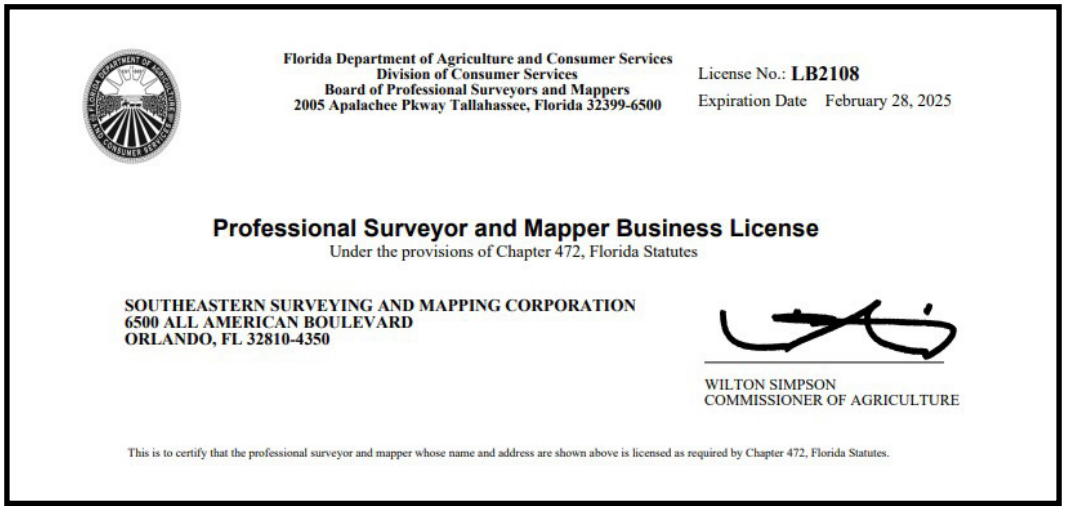
Southeastern Survey and Mapping Corporation



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

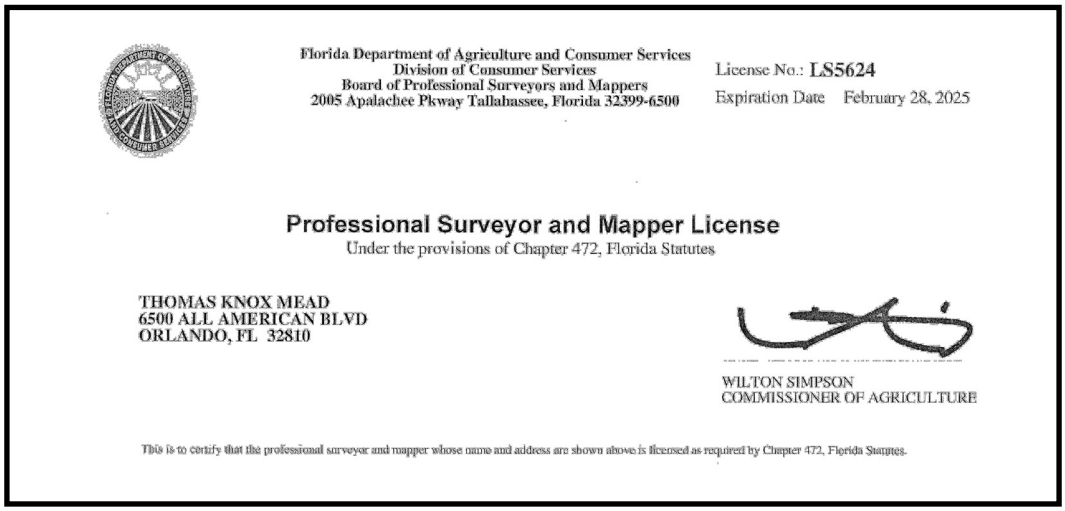
License No.: LB2108
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 ALL AMERICAN BOULEVARD
ORLANDO, FL 32810-4350

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

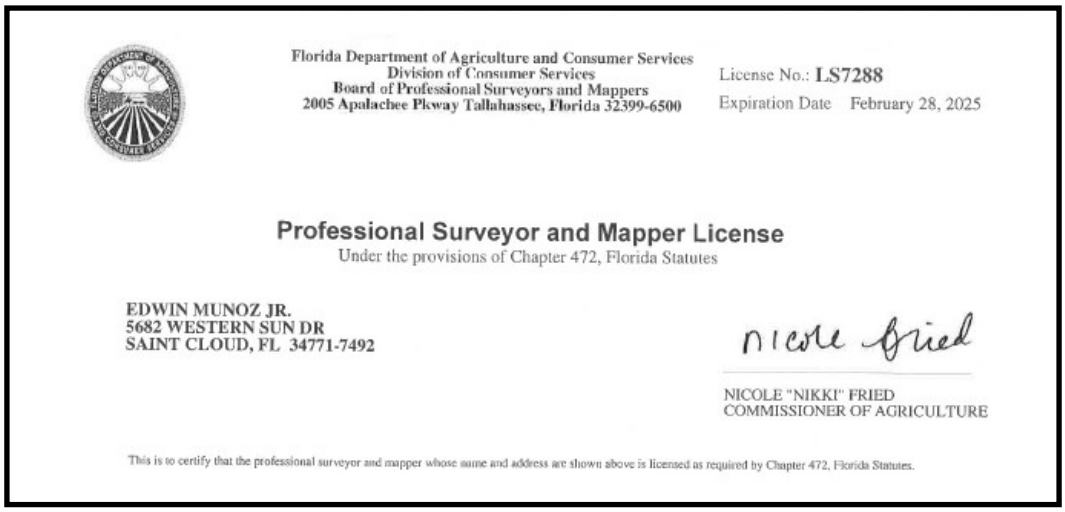
License No.: LS5624
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

THOMAS KNOX MEAD
6500 ALL AMERICAN BLVD
ORLANDO, FL 32810

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7288
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

EDWIN MUNOZ JR.
5682 WESTERN SUN DR
SAINT CLOUD, FL 34771-7492

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Montrose Environmental Group

State of Florida
Department of State

I certify from the records of this office that MONTROSE ENVIRONMENTAL SOLUTIONS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on November 24, 2021.

The document number of this corporation is F21000006714.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 28, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of September, 2023

Secretary of State

Tracking Number: 9093799974CU

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

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

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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No Events | No Name History

Detail by Entity Name

Foreign Profit Corporation
MONTROSE ENVIRONMENTAL SOLUTIONS, INC.

Filing Information

Document Number	F21000006714
FEI/EIN Number	87-2894310
Date Filed	11/24/2021
State	DE
Status	ACTIVE

Principal Address

5120 NORTHSHORE DRIVE
NORTH LITTLE ROCK, AR 72118

Mailing Address

5120 NORTHSHORE DRIVE
NORTH LITTLE ROCK, AR 72118

Changed: 03/28/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HATS STREET
TALLAHASSEE, FL 32301

Licensee Information

Name:	MONTROSE ENVIRONMENTAL SOLUTIONS, INC. (Primary Name)
	MONTROSE ENVIRONMENTAL SOLUTIONS, LLC (DBA Name)
Main Address:	5858 SOUTH SEMORAN BLVD. ORLANDO Florida 32822
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35005
Status:	Current
Licensure Date:	04/01/2021
Expires:	

Licensee Information

Name:	MONTROSE ENVIRONMENTAL SOLUTIONS INC (Primary Name)
Main Address:	1 PARK PLAZA SUITE 1000 IRVINE California 92614
County:	OUT OF STATE
License Location:	5858 SOUTH SEMORAN BLVD ORLANDO FL 32822
County:	ORANGE

License Information

License Type:	Geology Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/01/2021
Expires:	

Authorized Gopher Tortoise Agent

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:	Kendra Tremain	Permit Number:	GTA-18-00050**B**
Permittee Address:	741 Samuel Huntington Lane MELBOURNE, FLORIDA 32904 UNITED STATES	Effective Date: Expiration Date:	**September 19, 2022** **September 10, 2026**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys

Permittee Signature: Kendra Tremain Date: 9.19.2022

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger Date: 09/19/2022
Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **12/16/2021 application (as supplemented)**, the assurances of which are herein incorporated by reference.
3. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
4. This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
5. This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.

Society of Wetland Scientists
Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Kendra Tremain

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 5/12/2021.
Professional Wetland Scientist number 3370. Due to recertify by 5/12/2026.

Kimberli J. Ponzio, PWS
President

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

Tab D - Quality of Innovative Approach & Value-Added Services

BAXTER & WOODMAN Consulting Engineers

Tab D - Quality of Innovative Approach & Value-Added Services

Innovation

By definition, innovation is "a new idea, method, or device or the introduction of something new." At Baxter & Woodman, we like to think of it more as a way of life. This philosophy allows us to optimize solutions to fit the individual project.

Intersection design is a prime example of a project that lends itself to customization and innovation. While many perceive intersections as identical, each one is unique. Factors like lane count, traffic flow, pedestrian and bicycle presence, land usage, and right-of-way differ between intersections. For instance, a roundabout might excel in a setting where two two-lane roads meet with ample right-of-way, but it might not suit an intersection where two six-lane divided roads meet, constrained by limited right-of-way and flanked by gas stations on two corners. The key is tailoring the solution to the specific characteristics of each location.

Proven Experience & Enhanced Visualization

In one case, Baxter & Woodman was faced with the redesign of three closely-spaced rural intersections that formed a triangle, with legs of approximately 300-, 400-, and 500-feet between the intersection centers. As a result of a combination of geometry, the higher speed rural nature, and truck traffic, this was a high-crash location. We were tasked with not only finding a constructable solution, but also with maintaining traffic during construction. A roundabout was the correct solution, and the unique triangle geometry allowed construction phasing that minimized closures and allowed traffic to continue moving. Convincing the public that the project would be of benefit and function effectively posed a significant challenge. Using a combination of traffic modeling tools, drone video and graphics visualization tools, Baxter & Woodman produced a 3D-rendered model showcasing what the roundabout would look like when complete and how it would operate.

As seen in the photos, right-of-way was not an issue, and the final product is a great improvement over the original conditions. The use of 3D modeling was a major factor in helping the public and client become comfortable with the concept. As a result of this project, Baxter & Woodman frequently obtains drone video of before, during, and after construction conditions that can be used by our clients on future projects. While no two projects are identical, similar projects can be used to give the public an idea of what the final projects may look like.

Before

Rendered Model Produced by Baxter & Woodman

Completed Project

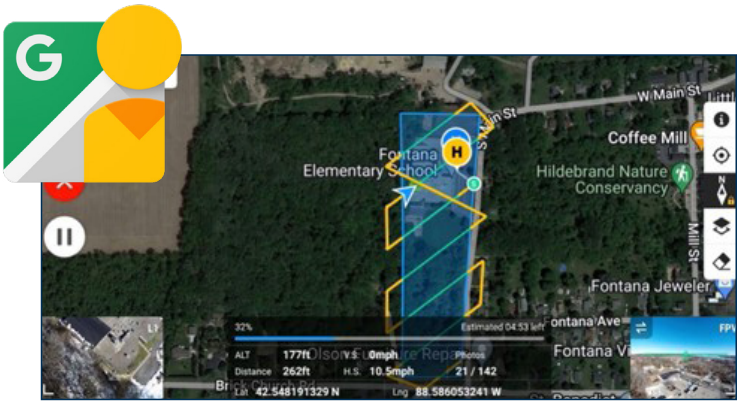
Drones

Baxter & Woodman has licensed commercial drone pilots in Florida. This provides us with the opportunity to use drone technology in a variety of different ways, in addition to the previous example.

During a project in the Florida Keys, drones became a valuable tool for performing construction inspections. Our team used a drone to inspect a utility line attached under a bridge, rather than closing lanes and using a specialized bucket truck, or suspending a staff member over the bridge to perform the inspection.

Drone routes can also be superimposed on Google Maps to showcase the coverage area. The image to the right shows the drone route and coverage area on Google Maps, with the overhead image in the lower left and the forward image in the lower right.

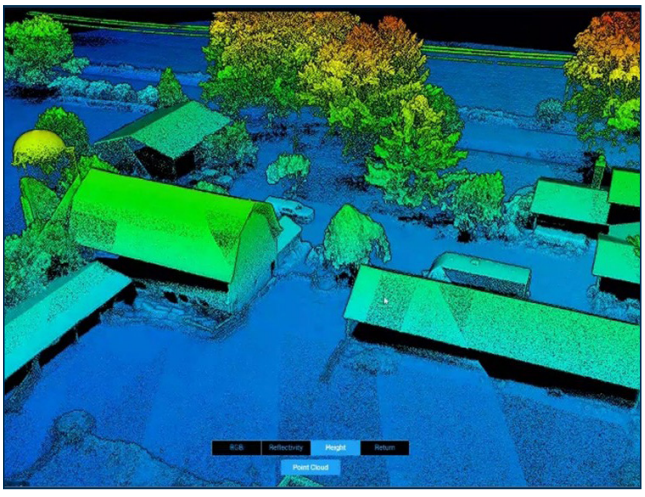
Drones can be used to collect ortho-imagery, and can be fitted with LiDAR to perform smaller surveys quickly.



Drone routes can be superimposed on Google Maps to showcase coverage.

LiDAR Imaging

LiDAR imaging can be used to update survey data without mobilizing a full crew and having them spend days in the field. While not appropriate in all cases, this technology can result in cost savings for the project.



LiDAR image captured during flight.

LiDAR Solutions

Our team has experience using several LiDAR solutions including:

- GeoSlam Zeb Horizon handheld unit
- Trimble SX12 Survey instrument
- DJI M300/L1 Drone based LiDAR systems

Our experience includes scanning building interiors, exteriors, roadways, and bridges using various LiDAR systems.

Baxter & Woodman uses Trimble Business Center, AutoDesk Civil3D, Revit, and ArcGIS to reduce field collected point clouds and generate usable vector data (lines and points) for engineering purposes.

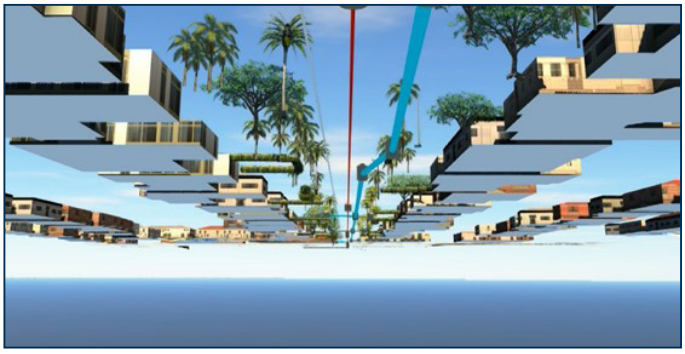
Renderings: A Look Above & Below

We have also used modeling to create interactive renderings that show not only the above ground, but also the utilities below ground. We recently used this technology in Palm Beach County for public outreach, rendering the actual street to be worked on.

As you can see on the right, we used aerial photographs to model the buildings and features, and then dropped below grade to look up, showing the underground utilities as well. This was an interactive model which allowed us to zoom into individual homes and show the residents what was happening under the street.

Baxter & Woodman strongly believes that it is essential to inform the public, help them understand the need for the project, and become advocates for the project. These tools can be used to help gain public support.

Above Ground Modeling



Below Grade Modeling

Schedule Control

We monitor our projects' progress on a bi-weekly basis to verify that our timing projections are accurate and that we are performing per your schedule. This schedule monitoring occurs on projects throughout study, design, and construction. We believe that frequent and effective communication between you and our staff is the critical element in successful schedule management. We accomplish this through:

The efficient use of **specialized project management software** to develop our project plans. This allows us to track project status, schedules, and costs, and notifies the Project Managers of schedule/cost variations in time to take corrective action.

Project status reports that will keep you apprised of our work.

Regular status meetings with our Project Manager and your staff in order to discuss existing and future work, and how we can meet your schedule goals.

Budget Control

One of the biggest challenges in any project is to maintain control of the budget. It is especially critical during the construction phase where increases in the budget can occur due to construction contract Change Orders. Baxter & Woodman is proud of its ability to control costs during each project phase. We use our Construction division Project Managers to prepare cost estimates during planning, preliminary, and final design stages of a project. Back-checking cost estimates at each stage allows us to verify there has not been "budget creep" resulting from project enhancements.

This extra attention to budget control ensures our engineers' estimates of final construction cost will be accurate. Construction Change Orders are minimized due to the accuracy and thoroughness of our design drawings and specifications. We routinely receive compliments from contractors and material suppliers regarding the thoroughness of our construction contract plans. Evidence of this is further indicated by the tight grouping of construction bids our clients receive on projects. The thoroughness and accuracy of these construction documents result in savings to our clients for two reasons:

Lower Construction Bids

The construction bids are lower because the Contractors do not build in risk factors due to unknown conditions or requirements.

Minimal Change Orders

Change Orders are minimized because the documents show the requirements and the Contractors cannot claim conflicts or the need for additional work.

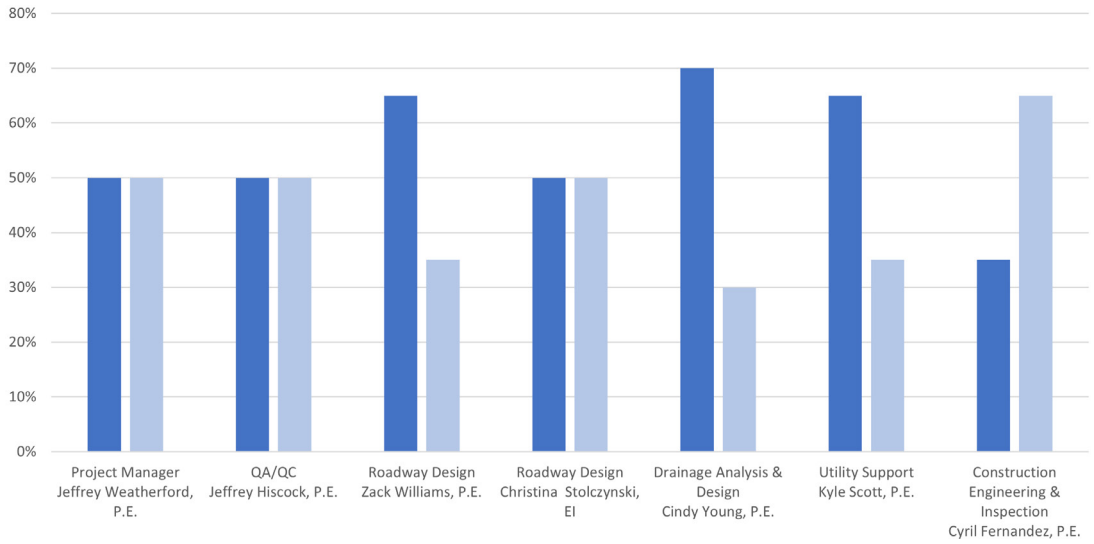
We control our own engineering fee budgets in a similar manner. The personnel projections and cost estimates are carefully prepared during the proposal stage, based upon our understanding of the project scope and our client's expectations. These understandings are confirmed during the negotiation when engineering fees are confirmed and agreed upon. We monitor our costs bi-weekly to verify our projections are accurate and that we are not incurring costs higher than expected. Baxter & Woodman maintains a strong client-focused philosophy. We try to avoid requests for additional compensation and will do so only if there is a clear increase in the scope of the engineering services. Typically, our actual fee is less than the Not-to-Exceed fee for the project, and savings are passed on to the City.

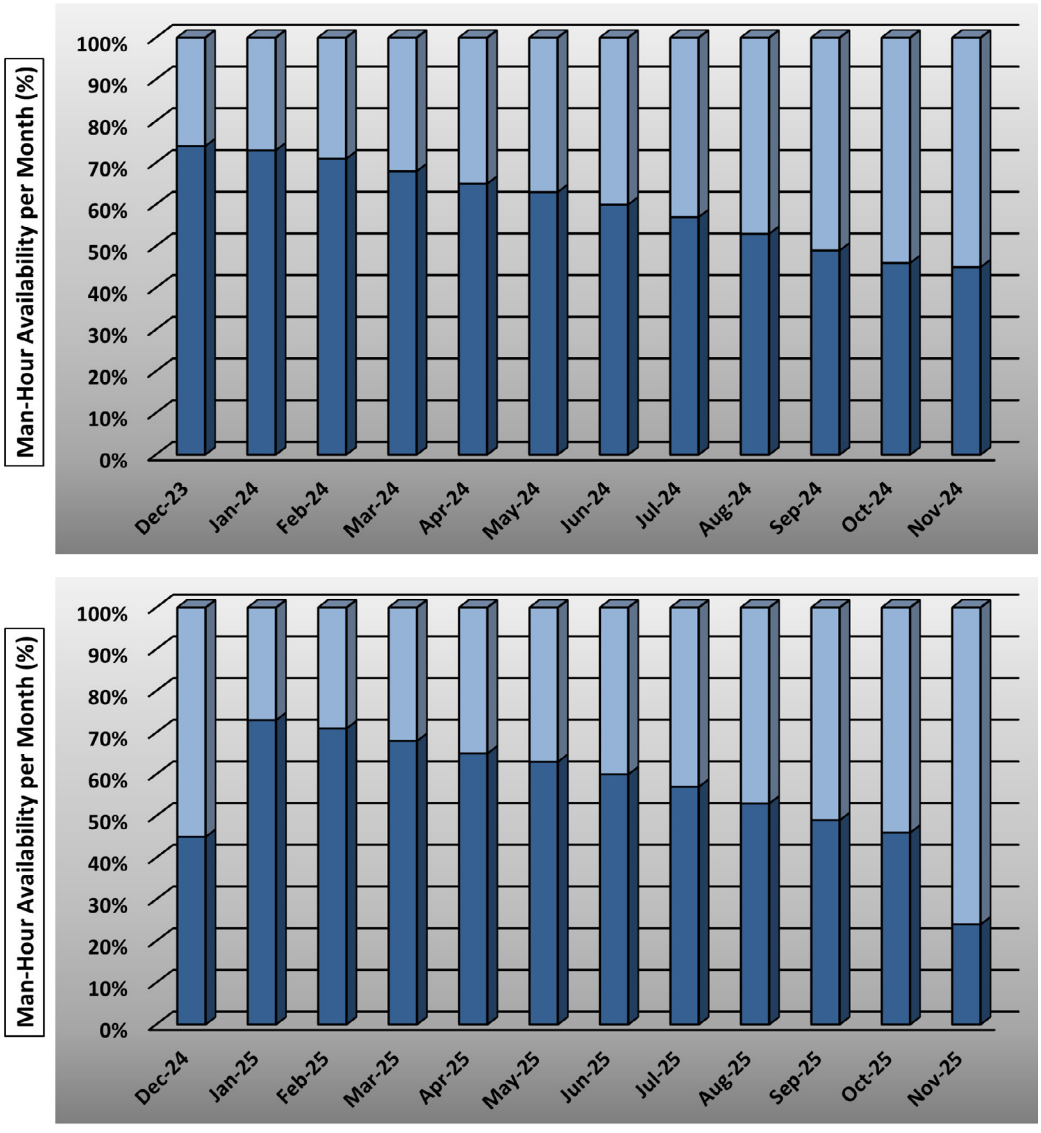
Current and Projected Workload

Baxter & Woodman is committed to serving the firm's existing clients and we carefully monitor the current and projected workload for each of our employees. We understand the importance of being responsive to our clients' needs, and we always consider the impact an awarded project will have on the workload of our staff.

Workload responsibilities of all proposed team members have been reviewed, and the team presented in this statement can fully accept the responsibility of your projects. We are available to perform work associated with this contracted beginning in 2023 through the anticipated contract completion. We are confident that – with our resources, experience, and manpower – we will provide you with successful, efficient, and cost-effective engineering services that are completed on time and within budget.

Baxter & Woodman Staff Workload & Availability: 2023-2025





Tab E - Financial Stability/Litigation & Disbarment History

BAXTER & WOODMAN
Consulting Engineers

Tab E - Financial Stability/Litigation & Disbarment History

Litigation History

As a large regional consulting engineering firm providing services in the states of Florida, Wisconsin, Illinois, and Texas, **Baxter & Woodman**, in the course of our business, occasionally becomes involved as a party in claims, disputes, or litigation. However, we can affirm that there is no pending or threatened claim, dispute, or litigation which could reasonably be anticipated to have an adverse impact on our financial or professional ability to perform the services contemplated by this proposal.

Name and Location	Nature of Claim	Date of Claim	Resolution Date of Claim and How Resolved	Court Case; County; State	Insurance	Active/ Inactive
John Melone vs. Village of Glenview	Construction worker injury.	2019	INACTIVE Claim was denied, plaintiff failed to refile the claim. Case closed August 2022	2019 L 006916, Circuit Court of Cook County, IL	Margie Donnell; Risk Strategies; 847-513-6616	Inactive
Linda Bruno-Coffman and Richard Coffman vs. Southeastern Engineering Contractors, Inc., Murphy Pipeline Contractors, and Baxter & Woodman.	Pedestrian tripped along sidewalk in construction zone.	2019	INACTIVE Settled January 2021	17th Judicial Circuit Court of Broward County, FL CACE-19-003469	Margie Donnell; Risk Strategies; 847-513-6616	Inactive
Robert Waghorne vs. Village of Northbrook; Northbrook, IL	Pedestrian tripped over curb in construction zone.	2018	INACTIVE Settled December 2020	Circuit Court of Cook County, IL 18 L 006525	Mike Welbel; Risk Strategies; 847-513-6616	Inactive
Andrew Farley and Amal Farley vs. Commonwealth Edison Co, Hometown Electric, Village of Lake in the Hills, and McHenry County	Pedestrian injured in construction zone.	2018	INACTIVE Baxter & Woodman dismissed from the case	22nd Judicial Circuit Court of McHenry County, IL 18 LA 000127	Mike Welbel; Risk Strategies; 847-513-6616	Inactive

Name and Location	Nature of Claim	Date of Claim	Resolution Date of Claim and How Resolved	Court Case; County; State	Insurance	Active/ Inactive
Jennifer Cocuzzo vs. City of Delray Beach, FL; Baxter & Woodman	Pedestrian tripped on sidewalk.	2023	Case in Discovery	CNA Claim No. AEA15075, Palm Beach, County, FL	Paula Dixon; Holmes Murphy; 309-282-3901	Active
Steven W. Becker, Thomas J. Becker, and Jeffrey C. Becker vs. Possibility Place Nursery, Inc., Connor B. Shaw, III; Tristan Shaw; Kelsay Shaw; Shaw Family Dec Trust; Saw Family Trust; County of Will; Will County Land Use Department; Tim Mack; Greg Ratajczak; Brian Radner; Nicole Roedl, Scott Killinger; Baxter & Woodman, Inc.; Donald Wauthier; and Berns, Clancy and Associates, P.C.	Land dispute between two property owners	2022	Baxter & Woodman submitted motion to dismiss.	22 CV 3875; United States District Court, Northern District of Illinois	Paula Dixon; Holmes Murphy; 309-282-3901	Active
Cheryl Brown vs. Village of LaGrange, LaGrange Elementary School District 102, Board of Education of LaGrange School District 102, Commonwealth Edison Company d/b/a COMED, an Illinois corporation, Triggi Construction, Inc., Lindahl Brothers, Inc., and Baxter & Woodman	Pedestrian tripped on sign post outside of right-of-way/ on private property.	2022	Case in discovery	2021 L 007195; Circuit Court, Cook County, IL	Paula Dixon; Holmes Murphy; 309-282-3901	Active
Charles McGill vs. Foster Marine; Baxter & Woodman	Pedestrian tripped over sand bags.	2022	Case in discovery	0625-22538; Judicial Circuit Court of Palm Beach County, FL	Paula Dixon; Holmes Murphy; 309-282-3901	Active
Raymond Miller vs. Len Cox & Sons; Baxter & Woodman; PT Ferro Co Will County, IL	Bicyclist fell in construction zone.	2020	Requesting contractor to defend the case	2018 L 3422, 12th Judicial Circuit Court of Will County, IL	Margie Donnell; Risk Strategies; 847-513-6616	Active

Baxter & Woodman has never been involved with any class actions as industry investigation by Attorneys General or individual cases. Baxter & Woodman has not been debarred in the last five years. Baxter & Woodman has never failed to complete a contract. Baxter & Woodman will inform the City of any new claims filed against the firm during the term of our contact.

Subconsultants Litigation

Nadic Engineering Services, Inc. has no Organization Conflict of Interest issue. All team members attest that they have had no litigation, major disputes, contract defaults and liens within the last 5 years.

Montrose Environmental declares no litigation, major disputes, contract defaults or liens within the last five years.

Southeastern Survey and Mapping Corporation

SSMC SUE • SURVEY • GIS

LITIGATION STATEMENT

Litigation:

- Neither SSMC nor any of its officers have received a reprimand or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the past five (5) years.
- Neither SSMC nor any of its members have been declared in default, terminated, or removed from a contract or job related to the services provided in the regular course of business within the past five (5) years.
- Neither SSMC nor its members have had against it or filed any requests for equitable adjustment, bid protests, or litigation in the past five (5) years related to SSMC provided in the regular course of business.

Contract Claims for Last 5 Years:

Project: Fountains East Apartment
Party: D&K Development Group LLC
Claim alleging control was incorrect with elevation in error.
Dates: August 2022 – February 2023 | Status and Outcome: Settled | Monetary Amounts: $162,668.75

Project: Tampa VA Hospital
Party: Turner Construction
Claim alleging construction layout errors related to the construction of the Tampa VA hospital building.
Dates: April 2019 – January 2022 | Status and Outcome: Settled | Monetary Amounts: $213,093.77

I hereby certify that all statements made are factual and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this Request for Qualifications.

AUTHORIZED SIGNATURE

Brian R. Garvey, PE, GISP | Lead Principal in Charge - Vice President | 07-18-2023
AUTHORIZED REPRESENTATIVE NAME | TITLE | DATE

07-087-4318
DUNN & BRADSTREET NUMBER:

Tab F - References

BAXTER & WOODMAN
Consulting Engineers

Tab F - References

Baxter & Woodman, Inc.

TRAFFIC

Lakeland Downtown Traffic Modeling

Greg James, MBA, CPM
Assistant Public Works Director
City of Lakeland
2228 S. Massachusetts Avenue
Lakeland, FL 33801
863-834-8440
gjames@lakelandgov.net

SIDEWALK & DRAINAGE DESIGN

Little Egypt Sidewalk Improvements

Sanjiv S. Chokshi PE
Senior Engineer
Orange County Public Works
4200 S. John Young Parkway
Orlando, Florida 32839
407- 836-8093
Sanjiv.Chokshi@ocfl.net

DRAINAGE DESIGN & ANALYSIS

Lake Davis to Lake Greenwood Drainage Retrofit

Lihua Wei, PE, CFM
Former Project Manager
City of Orlando, Public Works
Orlando, Florida 32802
321-948-1275
Lihuawei.hu@gmail.com

ROADWAY UTILITIES, DRAINAGE DESIGN & ANALYSIS

Haralson Subdivision Improvements

Tarik Yazghi
Project Manager II
City of Orlando
Public Works
Orlando City Hall
400 South Orange Avenue
Orlando, Florida 32802
407-246-3897
tarik.yazghi@orlando.gov

ROADWAY, DRAINAGE, UTILITY DESIGN & ANALYSIS

Ivanhoe Boulevard Area 6 Retro Fit

Eva "Nicki" Wesson
Assistant Division Manager
City of Orlando, Public Works
Orlando City Hall
400 South Orange Avenue
Orlando, Florida 32802
407-246-3264
eva.wesson@cityoforlando.net

or

Lihua Wei, PE, CFM
Former Project Manager
City of Orlando, Public Works
Orlando, Florida 32802
321-948-1275
Lihuawei.hu@gmail.com

ROADWAY, DRAINAGE DESIGN & ANALYSIS

Ivanhoe Boulevard Area 1 Retrofit

Lihua Wei, PE, CFM
Former Project Manager
City of Orlando, Public Works
Orlando, Florida 32802
321-948-1275
Lihuawei.hu@gmail.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Baxter & Woodman, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8678 Ridgefield Road

Requester's name and address (optional)

6 City, state, and ZIP code

Crystal Lake, IL 60012

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

3	6	–	2	8	4	5	2	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** *Daisy Carbajal* | **Date ▶** **01/31/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukee IA 50263	**CONTACT NAME:** Beau Murray **PHONE (A/C, No, Ext):** 608-242-2558 **FAX (A/C, No):** **E-MAIL ADDRESS:** BMurray@holmesmurphy.com
INSURED BAXWOOPC Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012-2714	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance Company / 20508 **INSURER B :** The Continental Insurance Company / 35289 **INSURER C :** Continental Casualty Company / 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1560275271 **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** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			7017821337	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7017833701	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			P7017835416	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		717818681	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims made form			AEH591900841	1/1/2024	1/1/2025	Per claim Aggregate	$5,000,000 $10,000,000

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

RFSQ #23-18 Professional Engineering Services

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: The City of Port Orange and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: The City of Port Orange and Others as required by written contract, per policy terms and conditions.
See Attached...

CERTIFICATE HOLDER

The City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

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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AGENCY CUSTOMER ID: BAXWOOPC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Holmes Murphy & Associates	NAMED INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012-2714
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 day's notice of cancellation will be furnished to the certificate holder.

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The ACORD name and logo are registered marks of ACORD

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Illinois County of McHenry

I, Robert O. Bradford, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Continental Casualty Company (CNA) Company, under the terms of Policy Number 717818681 for a period from January 1, 2024 to January 1, 2025.

WITNESS:
By: Jessica A. Kuiper
Company: Baxter & Woodman, Inc.

CONTRACTOR:
By: Robert O. Bradford
Company: Baxter & Woodman, Inc.
Name/Title: Robert O. Bradford V.P., Controller

STATE OF Illinois

COUNTY OF: McHenry

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 5th day of February, 2024, by Robert O. Bradford and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Christine Sabatka Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:

OFFICIAL SEAL
CHRISTINE SABATKA
NOTARY PUBLIC, STATE OF ILLINOIS
MCHENRY COUNTY
MY COMMISSION EXPIRES 04/13/2025

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☑ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: Robert O. Daigle _____

Title: VP, Controller Date: January 31, 2024

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Baxter & Woodman, Inc.

Payment Remit to Name: Baxter & Woodman, Inc.

Contact Name and Title: Andrea Stich

Phone number: 815-444-4414 Email address: astich@baxterwoodmar

Taxpayer Identification Number (TIN): 36-2845242

Type of Commodity/Services: Civil Engineering

Permanent Address:

Street Address: 8678 Ridgefield Rd.

City: Crystal Lake State: IL Zip: 60012

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Elgin State Bank
Bank ACH Routing Number:	071926650
Bank Account Number:	0031305669
Name on Bank Account:	Baxter & Woodman, Inc.
Accounts Receivable Email:	astich@baxterwoodman.com

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	$260
Vice President	$250
Engineer VII	$240
Engineer VI	$230
Engineer V	$210
Engineer IV	$195
Engineer III	$175
Engineer II	$155
Engineer I	$135
Engineering Intern	$80
Construction Manager II	$200
Construction Manager I	$180
Engineering Tech V	$180
Engineering Tech IV	$155
Engineering Tech III	$140
Engineering Tech II	$120
Engineering Tech I	$100
Environmental Scientist V	$185
Environmental Scientist IV	$170
Environmental Scientist III	$150
Environmental Scientist II	$130
Environmental Scientist I	$110
Professional Surveyor	$200
Survey Manager	$170
Survey Crew Chief	$140
Surveyor, Project	$120
Survey Technician	$90
Spatial Technology Manager	$195
Spatial Technology Professional III	$170
Spatial Technology Professional II	$140
Spatial Technology Professional I	$130
Production Manager	$180
CADD Tech III	$150
CADD Tech II	$135
CADD Tech I	$100
Urban Planner V	$185
Urban Planner IV	$165
Urban Planner III	$145
Urban Planner II	$125
Urban Planner I	$100
Administrative Support I to IV	$100
Marketing Professional I to IV	$150
Communication Specialist I to IV	$150
Accounting Professional I to IV	$120
IT Professional I to III	$120
Data Analyst I to III	$140

REQUEST FOR
QUALIFICATIONS

Professional Engineering Services

DUE DATE: 12.06.2023 | RFQ #23-18

CPH, LLC | 500 W Fulton St, Sanford, FL 32771 | 407.322.6841 | info@cphcorp.com | www.cphcorp.com

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STATEMENT OF INTEREST

November 29, 2023

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

500 W. Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
info@cphcorp.com

RE: **"PROFESSIONAL ENGINEERING SERVICES" - RFSQ #23-18**

Dear Selection Committee Members:

CPH, LLC (CPH) and our staff members look forward to putting our collective resources and experience to work for the City of Port Orange. Our team brings 42+ years of experience working under continuing contracts for Florida municipalities. Serving communities in Volusia, Seminole, and Orange Counties has been our firm's primary focus since our founding in 1981, just down the street in Sanford, Florida. Since that time our firm's primary focus has been utility planning and engineering (water, wastewater, and reclaimed water), planning and feasibility studies, transportation planning and engineering (roads, complete streets, trails, and safety improvements), drainage (nutrient reduction, regional drainage, site civil, and NPDES), and environmental (regulatory permitting, consumptive use permitting, wetlands and gopher tortoise monitoring and mitigation, wellfield development, and compliance reporting). Our team wishes to be considered for the following categories: Planning and Feasibility Studies; Survey, Environmental, and other Support Services; Design, Permitting, Construction Engineering and Inspection, and Plan Review; as well as other support services including Permitting and Grant Support.

CPH has had the pleasure of providing environmental services directly to the City of Port Orange since 2007. During this time our team has worked with the City in the management of the City's Gopher Tortoise Recipient Site. CPH prepared a Mitigation Banking Instrument (MBI) application for submittal to the ACOE. Preparation of soils map, topographic map, hydrologic features map, existing and proposed vegetation and land use maps, narrative describing the ecological benefits (specific to regional watershed), wetland analysis and credit worksheets, and a Phase I environmental audit. A detailed wetland assessment was performed, field-tested, and approved with the members of the MBRT, and then successfully negotiated into final credits. In order to complete the application, coordination with legal counsel for the bank occurred, to prepare evidence of sufficient legal/equitable interest in the property and documentation of financial responsibility, which included a long-term financial trust fund in the form of cash or cash equivalent (a surety company) and a performance bond (another surety company). CPH continues with the mitigation bank compliance issues for credit releases such as monitoring, maintenance, and habitat improvement. We have enjoyed our relationship with the City and understand your processes/requirements.

Our proposed office for this project, located at 500 West Fulton Street, Sanford, Florida 32771, is also the firm's corporate headquarters. Our staffing capacity at this office equals over 166+ full-time team members that can be at the City within 45 minutes. The team at this facility is comprised of architects, civil engineers, utility engineers, transportation engineers, planners, landscape architects, structural engineers, mechanical/electrical/plumbing engineers, surveyors, environmental scientists, and inspectors.

CPH provides the City of Port Orange a well-qualified team of professionals. On average our team members provide 24 years of expertise with a combined 935 years of municipal engineering for similar-sized communities. Our team also stands out as a clear choice for the City not only because of our team member's individual history of experience, but also as a result of the continuity of our proposed staff. Our team has spent many years working together on projects, and the average tenure of the personnel equals 21 years at CPH. This provides the City a proven team, with a history of working together to provide innovative solutions.

Our firm provides the City of Port Orange a company with stable resources through our long-term staff, but one that has the financial strength to perform services throughout the duration of this contract without interruption or major changes. CPH has been in successful continued operation since 1981 and has been consistently ranked in the Top 500 Design Firms in the United States, as well as in the Top 25 Engineering, Landscape and Environmental Firms in Central Florida.

Sincerely,
CPH, LLC

Kurt R. Luman, Jr., P.E.; Transportation Division Director

PAST EXPERIENCE WITH THE CITY

UTILITY, PUBLIC WORKS AND ENVIRONMENTAL EXPERTISE

ESTABLISHED FOR OVER 42 YEARS

MULTI-DISCIPLINED TEAM

A. REQUIRED **DOCUMENTS**

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Public Entity Crimes Statement

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

X Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

X Exhibit "A" – Description of Confidential Material

X Form 9.14 – No Submittal Statement Form

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: CPH, LLC
Name of Business

Authorized Signature

November 22, 2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☒Exceptions (list below; add additional pages if necessary):

Exceptions are attached on the following page

CPH, LLC
Name of Business

500 West Fulton Street
Mailing Address

Authorized Signature

Sanford, FL 32771
City, State & Zip Code

David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Printed Name and Title

407.322.6841
Telephone Number

59-2068806
Federal Identification No.

info@cphcorp.com
E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

4th day of December, 2023, by David E. Mahler, P.E. and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires 10/11/2025

This document must be completed and returned with your submittal

CPH, LLC EXCEPTIONS
RFSQ #23-18

1. Provision of Services
(b) The time, manner and place for performance of such services shall be:

Time and Essence: Surveyor acknowledges that it shall perform its services in a prompt and timely manner ~~time is of the essence~~ in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

- *Insert the blue text and strike the red text.*

16. Liability for Loss or Damage.
Surveyor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Surveyor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including reasonable attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Surveyor, his/its agents, servants and employees. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

- *Add "reasonable" in blue.*

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11.22.2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

CPH, LLC
Name of Business

Authorized Signature

David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

4th day of December 2023, by David E. Mahler, P.E. and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Shelley McHaney Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires 10/11/2025

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

CPH, LLC
Name of Business

Authorized Signature

David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 4th day of December, 2023, by David E. Mahler, P.E. and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Shelley McHaney Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires 10/11/2025

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant David E. Mahler, P.E., who, being by me first duly sworn, made the following statement:

1. The business address of CPH, LLC (name of Respondent or business) is

   500 West Fulton Street, Sanford, FL 32771

2. My relationship to CPH, LLC (name of Offeror or business) is Chief Operating Officer, Public Services (relationship such as sole proprietor, partner, president, vice president.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~
   (Draw a line through paragraph 7 if paragraph 6 above applies)

CPH, LLC
Name of Business

Authorized Signature
David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 4th day of December, 2023, by David E. Mahler, P.E. and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Shelley McHaney Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires 10/11/2025

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: CPH, LLC

SIGNED BY:

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: David E. Mahler, P.E.

TITLE: Chief Operating Officer, Public Services

ADDRESS: 500 West Fulton Street

CITY, STATE AND ZIP CODE: Sanford, FL 32771

TELEPHONE: 407.322.6841 FAX: 407.330.0639

F.E.I.N.: 59-2068806

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: CPH, LLC

B. Permanent main office address: 500 W. Fulton Street, Sanford, FL 32771

C. Date organized: 1981

D. If a corporation, where incorporated: N/A

E. How many years have you been engaged in the business under your present firm or trade name? 42

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Consulting Services

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Please see "Company Profile - History and Qualifications" attached

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see "Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training", attached

M. Credit currently available: $ CPH has access to a credit line of greater than $2 million.

N. Give bank name, contact name and phone number: Truist | Matt Coty | 407.237.4005

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

CPH, LLC
Name of Business

Authorized Signature
David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 4th day of December, 2023, by David E. Mahler, P.E and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Shelley McHaney Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires: 10/11/2025

This document must be completed and returned with your submittal.

F. CONTRACTS ON HAND

The following graphic illustrates the status relative to our existing projects. As projects are completed, we have additional staffing capability for new assignments. The team proposed to provide services to the City has adequate time available to dedicate to the successful completion of any project that may arise from this contract.

PROJECT NAME	CLIENT	PROJECT STATUS	ANTICIPATED COMPLETION DATES	DOLLAR AMOUNT COMMITTED
LAKE COUNTY ROUNDABOUT JALARMY/LK MINNEOLA	Lake County	Ongoing	12/1/2024	$232,380
CITY OF OCOEE S BLUFORD AVE STREETSCAPE	City of ocoee	Ongoing	12/1/2024	$901,829
FDEP DELEON BULKHEAD & SIDEWALK	FDEP	Ongoing	12/1/2024	$64,520
DELAND ENTRY SIGN FEATURE	City of DeLand	Ongoing	2/1/2024	$59,020
PUNTA GORDA - VIRGINIA AVE/ US41 TO NESBIT TRAIL	City of Punta Gorda	Ongoing	2/1/2024	$181,114
CITY OF OCOEE KISSIMEE AVE. DOWNTOWN STREETS	City of Ocoee	Ongoing	7/1/2024	$97,955
CITY OF PALM COAST- MILLING & RESURFACING CADD	City of Palm Coast	Ongoing	Ongoing Continuing Services Annual Project	$25,000
ESCAMBIA COUNTY BEULAH MASTER PLANNING	Escambia County	Ongoing	3/1/2024	$168,326
CITY OF CLERMONT - PLAN REVIEW SERVICES	City of Clermont	Ongoing	Ongoing Continuing Services Annual Project	$241,741
CITY OF SANFORD - GEORGETOWN STORM SEWER	City of Sanford	Ongoing	Ongoing Continuing Services Annual Project	$424,783

J. MAJOR EQUIPMENT CURRENTLY OWNED OR LEASED

In consideration of the nationwide nature of our firm, with offices in several states and multiple offices, a comprehensive list would not be feasible. However we have included a list of software specifically detailing our engineering capabilities below.

Serving a variety of client disciplines throughout the United States, CPH, a premier provider of Surveying and Mapping Services, is setting the standard in the industry. CPH's professionals include registered Professional Land Surveyors, certified survey technicians and survey field crews, all of whom are focused on providing quality surveying and mapping services. CPH utilizes sophisticated, state-of-the-art equipment and technology, such as GPS (global positioning system) and GIS (geographic information system), traditional total station surveying methods, the latest computer aided design software as well as 3D High-Definition Surveying.

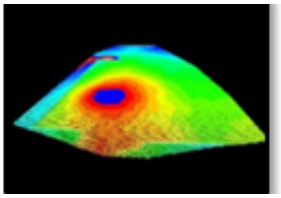
CPH 3D Laser Scanning

CPH takes pride in implementing the latest survey technologies. We believe excellent designs start at the inception with a thorough understanding of existing conditions. As such, CPH has been leading the survey industry with the use of 3D Laser Scanners since 2005. We have been pioneers in utilizing this technology to perform complex surveys and the benefits of selecting CPH's 3D High Definition Survey program includes direct field cost savings, schedule reductions, and increased safety.

CPH has been at the forefront of this technology with three Leica ScanStation P40s, two Leica BLK360s, and one Leica RTC360. Our laser scanners collect up to two million points a second at an unparalleled rate of speed, which produces a very dense and accurate collection of measurements. Our team is highly skilled in 3D Laser Scanning technology and can produce information in 2D and 3D formats, which are dependable and provide detailed information of existing conditions.

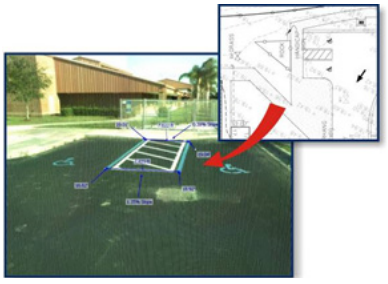
Leica TruView

CPH's 3D High-Definition Survey services include Leica TruView software. This free add-on service is for anyone who wants to view, measure or mark-up laser scanner point cloud data. Access and viewing, along with measurement and mark-up can be done all from your desktop! CPH's Leica TruView is user friendly – no skills in Laser Scanning, CAD, or 3D are needed. TruView provides 360 degree panoramic images of the 3D High-Definition Survey point cloud on your computer from the perspective of the laser scanner in the field. You can freely rotate the view horizontally or vertically and pan/zoom, and users can extract individual coordinates or measure distances. Mark-ups are easy to create, save and share for more effective internal and external communications.



Asbuilts On a Whole New Level

- Accurate Depiction of Existing Conditions
- Determine Compliance with ADA Standards
- Enhance Ability to Resolve Conflicts with a Proposed Modification Before Construction
- Can Reduce Cost of an Expanding Scope by Reducing Trips to the Field
- Create Details of Existing Parking Areas (0.05' or Smaller Contours if Required)
- Site Monitoring for Studies Related to Settling of Buildings and Parking Areas



K. EXPERIENCE IN WORK SIMILAR TO THIS TYPE OF PROJECT

CPH has the ability to provide most services in-house through our multi-discipline services. We have industry experts in Civil Engineering, Transportation and Traffic Engineering, Utility Engineering, Environmental Science, Landscape Architecture, Architecture, Mechanical/ Electrical/Plumbing (MEP), and Surveying. The multidisciplinary team at CPH has worked on numerous projects together, eliminating schedule and budget disruptions by having all services in-house and connected through our SmartSheet project tracking software and single point cloud based network. The below chart outlines the various projects ranging from transportation, archtiecture, and utilities, all of which utilize majority of our other disciplines and services.

	SIMILARITIES TO SCOPE											
PROJECT NAME	TRAFFIC MODELING	TRANSPORTATION	LANDSCAPE / HARDSCAPE	M/E/P	FDOT LAP/CDBG/GRANT	PLANNING	CIVIL ENGINEERING	UTILITIES ENGINEERING	ENVIRONMENTAL	ARCHITECTURE	DESIGN / PERMITTING	SURVEYING
US 17-92 Riverwalk Phases II & III	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Apopka Public Works, Utilities, and Complex Master Plan				✓		✓	✓	✓	✓	✓		
22nd Street South Corridor Improvements		✓	✓	✓	✓	✓	✓	✓			✓	✓
W. Central Blvd. Complete Street Design/Build	✓	✓	✓	✓			✓	✓			✓	✓
DeLand Downtown Complete Street Redevelopment and Safety Improvements	✓	✓	✓	✓	✓	✓	✓				✓	✓
Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street	✓	✓	✓	✓	✓		✓		✓		✓	✓
West Leesburg Neighborhood Resource Center Project	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓
Highlands Gravity Sewer and Water Main Replacement		✓					✓	✓	✓		✓	✓
Ocoee Downtown Complete Streets - Oakland Avenue	✓	✓	✓				✓	✓	✓		✓	✓
SSA-ESA 36” Water Main and 24” Reclaimed Water Main Project		✓				✓	✓	✓	✓		✓	✓
Bunnell/Flagler Safe Routes to Schools (FDOT LAP)		✓	✓		✓	✓	✓		✓	✓	✓	✓
DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)		✓	✓		✓						✓	✓
Melching Field Stadium Renovations – Design Criteria Package			✓	✓		✓	✓			✓	✓	✓
Sand Pond Road and Skyline Drive	✓	✓	✓			✓	✓		✓		✓	✓
Preliminary Engineering Report (PER) Westshore Area Roadway Improvements	✓	✓			✓		✓			✓	✓	✓

L. BACKGROUND AND EXPERIENCE

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP **PRINCIPAL-IN-CHARGE** 25 YEARS	• Conceptual design • Cost estimation • Purchasing • Public involvement	• W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/ Build • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) • Georgia Avenue District Redevelopment Vision/Master Plan	• A.S. in Multimedia Design, Valencia Community College • Organizational Communications, Rollins College • Design-Build Certification - AS-2897 • Envision Sustainability Professional - 42882 • Government Contractor Certificate - 0047
KURT R. LUMAN, JR., P.E. **PROJECT MANAGER** 24 YEARS	• Project Management • Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades • FDOT guidelines and FDOT LAP • Trails and shared-use paths • Signing and pavement parking • Maintenance of traffic plans • Streetscapes • Public involvement • Permitting • Drainage/flood plain	• Cape Coral SE 47th Terrace Complete Streets • Mitchell Hammock Road at Lake Jessup Drive Intersection Improvements • Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street	• B.S. in Civil Engineering, University of Central Florida • Professional Engineer - FL (No. 65036) • Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course
DAVID A. TERWILLEGER, P.E., CGC **QA/QC** 42 YEARS	• Project management • Capital planning • Utility coordination and design • Permitting • Roadway design • Interlocal coordination • Cost estimation • Constructability review • Value engineering • Phasing/scheduling	• US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) • Independence Ave Streetscape/ Festival Street • Sand Pond Road and Skyline Drive	• M.S. in Civil Engineering, University of Central Florida • B.S. in Civil Engineering, University of Florida • Graduate work in Structural and Geotechnical Engineering • Professional Engineer - FL (No. 34376) • Certified General Contractor - FL (No. 031751)
H. LARRY WRAY, P.E., CFM **DRAINAGE ENGINEER** 27 YEARS	• Project management • Stormwater • Retail/office planning • Apartments • Financial institutions • Industrial/warehouse facilities • Restaurant design • Education • Parks	• Town of Oakland – Stormwater / Drainage Improvements • Sand Pond Road and Skyline Drive • Georgetown Drainage Improvements	• M.S. in Water Resources Engineering, University of Central Florida • B.S. in Environmental Engineering, University of Central Florida • Professional Engineer - FL (No. 55557)
JASON R. KELLOGG, P.E. **DRAINAGE ENGINEER** 30 YEARS	• Stormwater management systems for commercial, residential, and roadway • Parks • Stormwater feasibility studies • Land development • Transportation • Stormwater design	• Laird Street Sidewalks (Design/Build) • Cape Coral SE 47th Terrace Complete Streets • W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/ Build	• B.S. in Civil Engineering, Clemson University • Professional Engineer - FL (No. 56952)

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
JOSEPH M. LOFASO, JR., P.E. **ROADWAY/MULTI-MODAL ENGINEER** 9 YEARS	• Roadway paving, widening, extensions, new roads; turn lane additions and traffic upgrades • Trails and shared-use paths • Maintenance of traffic plans • Streetscapes • Drainage/flood plain	• Ocoee Downtown Streets Redevelopment • Cape Coral SE 47th Terrace Complete Streets • W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/ Build	• M.S. in Civil Engineering, University of Central Florida • B.S. in Civil Engineering, University of Central Florida • Professional Engineer - FL (No. 88718) • FDOT AMOT No. 6082 • FDEP Stormwater Inspector No. 32531
MATTHEW CUSHMAN, P.E. **ROADWAY/MULTI-MODAL ENGINEER** 18 YEARS	• Trails and shared-use paths • Roadway paving • Roadway widening • Extensions • New roads • Turn lane additions and traffic upgrades • FDOT guidelines and FDOT LAP • Permitting • Public involvement	• Shingle Creek Trail Design (FDOT LAP) • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) • DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)	• B.S. in Aerospace Engineering, Embry-Riddle Aeronautical College • Professional Engineer, FL (No. 73150)
JAVIER E. OMANA, CNU-A **PLANNER** 39 YEARS	• Property entitlements acquisition • Land use feasibility reports • Land planning/master planning • Site planning • Project management • Developments of regional impact • Comprehensive planning • Land use amendments/rezonings • Expert testimony	• Cape Coral Northwest Cape and 7 Islands Vision Plan • Georgia Avenue District Redevelopment Vision/Master Plan • Goldsboro Neighborhood Master Plan	• M.A. in Urban and Regional Planning, University of Florida • B.S. in Business Administration, University of Florida • CNU-a Accredited Member
KIERSTEN U. CAVENDER **PLANNER** 1 YEARS	• Data collection and analysis • Communication and collaboration (external/ internal) • Project management • Public speaking • Community engagement	• Connolly House Concept Study and Programming • James Irvin Civic Center and Park Study • East Pasco County Park Facilities (Naomi S. Jones/James Irvin Civic Center)	• B.S. Environmental Policy - Ohio State University • M.S. Environmental Sciences - University of West Florida
KENNETH SPITZ, AICP **SENIOR TRAFFIC PLANNER** 33 YEARS	• Transportation planning • Site development • Civil engineering • Project management • Public administration	• University Area Multimodal Study Fowler Av (SR 582) from I-275 to I-75 • Downtown St Petersburg Area Study • SR 56 Extension Alternatives Analysis Study	• BA Urban Planning / Transportation Planning & Traffic Engineering

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
SANDRA L. GORMAN, P.E. **TRAFFIC ENGINEER** 30 YEARS	• Transportation studies • Traffic studies • Access management • Traffic calming • Data collection • Data analysis • Synchro/sim traffic modeling	• Preliminary Engineering Report (PER) Westshore Area Roadway Improvements • Mitchell Hammock Road at Lake Jessup Drive Intersection Improvements • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)	• M.C.E. in Civil Engineering, University of South Florida • B.S. in Civil Engineering, University of South Florida • Professional Engineer - FL (No. 59530)
JACKELINE V. TOLEDO, P.E. **TRAFFIC ENGINEER** 22 YEARS	• Experience with FDOT LAP • Expert in traffic engineering • Extensive expertise in traffic engineering • Specialist in intersection safety analysis • Transportation modeling • Transportation impact analysis and review	• Cape Coral SE 47th Terrace Complete Streets • Preliminary Engineering Report (PER) Westshore Area Roadway Improvements • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)	• B.S. in Civil Engineering, University of South Florida • Professional Engineer - FL (No. 64104)
AMY E. DALY, LEED AP **ENVIRONMENTAL** 30 YEARS	• Project management • Ecological assessments • Environmental permitting • Mitigation program design • Wetland delineation • Land management • Consumptive use permitting • Functional assessments • Water quality monitoring • Wildlife assessment, management, & permitting	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • SR-50 Utility Relocation Project (FDOT JPA) • Midway Utilities Replacement – Phase 1, Seminole County	• M.B.A., FMU, Summa Cum Laude • B.S. in Biological Sciences, Florida State University • U.S. Army Corps of Engineers Wetland Delineator • Florida Unified Mitigation Methodology Course • Qualified Stormwater Management Inspector • Prescribed Burner • Authorized Gopher Tortoise Agent (No. GTA-09-00145) • LEED Accredited Professional
THOMAS J. GALLOWAY, PSM **SURVEYOR** 33 YEARS	• Surveying and management • Highway projects • Land development • Commercial and private projects • Municipal projects • Park improvements projects	• W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Winter Garden Reclaimed Water Plant	• B.S. in Surveying and Mapping, University of Florida • Professional Surveyor & Mapper - FL (No. 6549) • NCEES Council (No. 1291)
PAUL J. KATREK, PSM **SURVEYOR** 31 YEARS	• Surveying and management • Highway projects • Land development/commercial and private projects • Municipal projects	• Sanford 1st Street Streetscape Improvements (FDOT LAP) • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Area IV Well Outfitting and Raw Water Transmission Main	• A.S. in Architecture & Building Technology, Daytona Beach Community College • Professional Surveyor & Mapper - FL (No. 6233) • NCEES Record (No. 1342)
JOSE M. ORTIZ, MCE, P.E.,S.E. **STRUCTURAL ENGINEER** 26 YEARS	• Structural concrete, steel, and timber design • Seismic/wind engineering • Construction inspection/supervision • Gravity walls • Seawalls • Signage/gateways • Fall protection • Failure analysis & post-disaster assessment • Structural evaluation and retrofitting	• City of Palm Coast – Citation Parkway Improvements • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) • Cape Coral SE 47th Terrace Complete Streets	• M.E. in Structural Engineering, Cornell University • B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR • Professional Engineer - FL (No. 67920), PR (No. 17212)

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
EDUARDO AVILES, P.E. **STRUCTURAL ENGINEER** 9 YEARS	• Structural concrete, steel, and timber design • Seismic/wind engineering • Construction inspection/supervision • Gravity walls • Seawalls • Signage/gateways • Fall protection • Failure analysis & post-disaster assessment • Structural evaluation and retrofitting	• Ocoee Downtown Streets Redevelopment • US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) • East Central Regional Rail Trail (ECRRT) (FDOT LAP)	• M.S. in Structural Engineering, University of Puerto Rico • B.S. in Civil Engineering, University of Puerto Rico • B.S. in Land Surveying, University of Puerto Rico • Professional Engineer - FL (No. 85877)
ALLEN C. LANE, P.E. **SITE DEVELOPMENT, REVIEW/ZONING, REVIEW ENGINEER** 37 YEARS	• Stormwater management • Water/wastewater/stormwater design • Site grading • Roadway improvements/widening/turn lanes • City/County recreational parks	• Oakland Avenue Roundabout (at Oakland Avenue, Old Highway 50, & J.W. Jones Road) (FDOT LAP) • Manatee Cove Elementary • Trotwood Park Phase I Improvements	• B.S. in Environmental Engineering, University of Central Florida • A.S. in Construction Technology • Professional Engineer - FL (No. 60144)
CLINT T. IANNOTTI **CEI/CONSTRUCTABILITY REVIEW** 26 YEARS	• Construction administration • Computer-aided design • Structural inspection • Fdot compliance • Cost estimation	• Belle Terre Parkway Four-Laning • City of Palm Coast – Citation Parkway Improvements • FDOT I-4 Ultimate Project: City of Orlando	• Architectural/Structural AutoCAD Diploma, St. Augustine Technical Center • CTQP Final Estimates, Level I & II • Advanced Maintenance of Traffic • Intermediate Maintenance of Traffic • Qualified Stormwater Management Inspector • Critical Structures Construction Issues Course
KENT BOULICAULT, P.E. (SAI) **STORMWATER ENGINEER** 30+ YEARS	• Surface water andgroundwater modeling • Quality assurance plans • BMP designs • Watershed mgmt. Planning • Floodplain Mapping • FEMA floodway revisions • GIS and data management • Public outreach /presentation • Database development • Stormwater masterplanning • Drainage retrofit design	• FEMA Map Revision Model Reviews (Nationwide) • Midway Regional Stormwater Facility (Seminole County, FL)	• BS Enviro. Engineering, University of Central Florida • MS Civil Engineering, University of Central Florida • Professional Engineer, FL (52584)
CHRISTOPHER P. MEYER, P.E. (GEC) **GEOTECHNICAL ENGINNER** 32 YEARS	• Infrastructure-related public works projects • Geotechnical investigations for private commercial developments • Stormwater drainage	• City of Orlando Continuing Geotechnical and Materials Testing Services Contract • Toho Water Authority (TWA) Continuing Services for Geotechnical Engineering and Construction Materials Testing Services	• Master of Science|1994, Civil Engineering, University of Florida • Bachelor of Science|1991, Civil Engineering, University of Florida • Florida Licensed Professional Engineer, FL No. 49328
RICHARD P. MCCORMICK, P.G. (GEC) **GEOLOGIST** 31 YEARS	• Soil and groundwater sampling • Public infrastructure and private development projects	• SR 600 from Emmett Street to North Charles Street Drainage Improvements • SR A1A Reconstruction and Storm Protection	• Bachelor of Environmental Sciences and Geology, 1992|Eastern Connecticut State University • Licensed Professional Geologist FL No. 2096,

TRUIST

333 S. Garland Avenue, 17th Floor
Orlando, FL 32801
Office: 407.237.4005
Matthew.coty@truist.com

Matt Coty
SVP, Middle Market Banking

July 11, 2022

TO WHOM IT MAY CONCERN

RE: Bank Reference for CPH Consulting LLC FKA CPH INC

CPH Consulting LLC FKA CPH INC has been a valued client of Truist Bank since 1993, and the company's management team is in well regard within our organization.

The company utilizes Truist Bank for its depository and loan needs. The company has no prior history of overdrafts and/or returned checks.

Truist Bank very much values the long-term banking partnership with CPH, Inc.
If you have any further questions, or need additional information, please contact directly me at 407-237-4005.

Best Regards,

Matt Coty,
Truist
SVP, Middle Market Banking

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Ocoee

   Contact Person: Stephen Krug, Public Works Director

   City, State: Ocoee, FL

   Telephone Number: 407.905.3170

   Email Address: skrug@ci.ocoee.fl.us

   Description of goods/services provided: Ocoee Downtown Streets Redevelopment (transportation/traffic, streetscape)

   Contract Amount: $4,030,000 (est.)

   Start/End Date of Contract: 2018 - Ongoing

2. Company Name: City of Daytona Beach

   Contact Person: Jim Nelson, Jr., P.E.

   City, State: Daytona Beach, FL

   Telephone Number: 386.671.8613

   Email Address: nelsonj@codb.us

   Description of goods/services provided: Daytona Fremont Ave. Sidewalk Design (FDOT LAP sidewalk)

   Contract Amount: $425,000

   Start/End Date of Contract: 2016 - 2023

3. Company Name: City of DeLand

   Contact Person: Ray Bahrami, P.E., PMP, CPM, CFM

   City, State: DeLand. FL

   Telephone Number: 386.626.7189

   Email Address: Bahramir@deland.org

   Description of goods/services provided: Charles Paiva Greenway Trail Phase I and II (trail)

   Contract Amount: $1,307,504

   Start/End Date of Contract: 2007 - 2011

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Mike Melzer, P.E. - City of Orlando

   Phone: 407.246.3187

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 39

   Description of service: Orlando W. Central Blvd Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement, Design/Build

2. Contact Name: Mayor Art Woodruff - City of Sanford

   Phone: 407.688.5001

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 65

   Description of service: City of Sanford's Water Treatment Plant No. 2 - Disinfection By-Product Reduction Improvements

3. Contact Name: Michael Parker - Town of Oakland

   Phone: 407.656.0188

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 9

   Description of service: Town of Oakland Water System Improvements Project

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Please see attached for Authorized Signatories for CPH, LLC		

Authorized Signature

David E. Mahler, P.E.
Print Name of Authorized Signature

This document must be completed and returned with your submittal.

Detail by FEI/EIN Number

Foreign Limited Liability Company
CPH, LLC

Cross Reference Name

CPH CONSULTING, LLC

Filing Information

Document Number	M22000008499
FEI/EIN Number	59-2068806
Date Filed	05/31/2022
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/09/2022
Event Effective Date	NONE

Principal Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Mailing Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Registered Agent Name & Address

GIERACH, DAVID A
500 W FULTON ST.
SANFORD, FL 32771-1220

Authorized Person(s) Detail

Name & Address

Title President, CEO, Authorized Member

SUTCH, PETER-JOHN F
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Operating Officer - Public Services, Authorized Member

MAHLER, DAVID E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Operating Officer - A&E Services, Authorized Member

HENDRIX, TODD H
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Secretary, Authorized Member

HUNT, PATRICIA
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Principal, Authorized Member

GIERACH, DAVID
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Principal, Authorized Member

KHOSRAVANI, KAMRAN
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Development Officer, Authorized Member

Satfield, Jeffrey M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief of International Operations, Authorized Member

Sanchez, Carlos M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Revenue Officer, Authorized Member

Toole, Jason L
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Strategy & Success Officer, Authorized Member

Jindal, Nikhel
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Senior Vice President, Authorized Member

Luman, Kurt R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Senior Vice President, Authorized Member

Markovitz, J. Brett
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Senior Vice President, Authorized Member

Galloway, Thomas J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Senior Vice President, Authorized Member

Olszewski, Wade P
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Renshaw, Michael
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Morris, James R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Breitenstein, Scott A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Winter, James K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Pugh, Galen J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Daly, Amy E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Roberts, Randall L
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Baer, John A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Sherrard, Brook K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Bryant, Joshua A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Carpenter, Alan R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

DeWaal, Christopher J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Nasso, Rocco R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Morton, Jeremy C
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Lopez, Albert
500 W FULTON ST.
SANFORD, FL 32771-1220

Annual Reports

Report Year	Filed Date
2023	01/05/2023

Document Images

01/05/2023 -- ANNUAL REPORT	View image in PDF format
06/09/2022 -- LC Amendment	View image in PDF format
05/31/2022 -- Foreign Limited	View image in PDF format

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, David E. Mahler, P.E., Chief Operating Officer, Public Services, on behalf
(Print Name and Title)

of CPH, LLC ("Company"), certify that CPH, LLC
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

CPH, LLC
COMPANY NAME

SIGNATURE

David E. Mahler, P.E.
PRINT NAME

Chief Operating Officer, Public Services
TITLE

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 4th day of December, 2023, by David E. Mahler, P.E., Chief Operating Officer, Public Services and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Shelley McHaney Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires: 10/11/2025

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that CPH, LLC **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of CPH LLC **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

David E. Mahler, P.E.,
Chief Operating Officer, Public Services
Print or Type Name, Title

Signature of Affiant

59-2068806
Federal Employer ID Number (FEIN)

348305
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 4th day of Dedember, 2023, by David E. Mahler, P.E., Chief Operating Officer, Public Services and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

SHELLEY MCHANEY
Notary Public
State of Florida
Comm# HH184826
Expires: 10/11/2025

Company ID Number: 348305

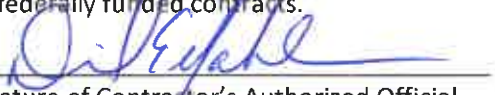
Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CPH Consulting LLC
Company Facility Address	500 West Fulton Street Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592068806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



December 4, 2023

Signature of Contractor's Authorized Official — Date

David E. Mahler, P.E.,
Chief Operating Officer, Public Services

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFSQ #23-18

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: CPH, LLC

Address: 500 West Fulton Street, Sanford, FL 32771

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: CPH, LLC

NAME: David E. Mahler, P.E.

TITLE: Chief Operating Officer, Public Services

DATE: December 4, 2023

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Please see our financial statement provided in a separate envelope

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #23-18 Professional Engineering Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

David E. Mahler, P.E.,
Chief Operating Officer, Public Services

Name & Title of Contractor's Authorized Official

Date: December 4, 2023

This document must be completed and returned with your submittal.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to_____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM NO. # 1
November 22, 2023
RFSQ #23-18 PROFESSIONAL ENGINEERING SERVICES

To All Submitters:
The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced services dated November 3, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the RFSQ documents.

The due date for Statements of Qualifications is hereby changed to December 6, 2023, at 2:30 PM (EST).

A. CLARIFICATIONS:
In Section 7 – Statements of Qualifications Submittal & Requirements, Tabs A – F, all page limits noted apply for each service discipline the firm is submitting.

B. CHANGES TO RFSQ DOCUMENT:
In Section 3 – Scope of Services and Requirements, paragraph 3 currently reads:
The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

This paragraph is hereby changed to read:
The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement of Interest and provide all of the supporting data within the submittal to support the type of services provided. Adversely, a firm can submit to more than one service discipline. The submitting firm's Statement of Interest should clearly convey which service discipline/s the firm is submitting to.

Firms are permitted the use of sub-consultants if needed. If sub-consultants will be used, please provide their company names in Tab C – Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training.

In Section 7 – Statements of Qualifications Submittal & Requirements - The first bullet in Tab C – Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training currently reads:

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Clearly identify the proposed role and responsibility in the project team for each member

This bullet is hereby changed to read:

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Firm names (if sub-consultants will be used)
  - Clearly identify the proposed role and responsibility in the project team for each member

In Section 7 – Statements of Qualifications Submittal & Requirements - In Tab B – Company Profile – History and Qualifications:

The following is hereby removed as this is a requirement in Tab D:

- Explain in concept how your firm delivers projects on time and within budget.

C. QUESTIONS AND ANSWERS:

Question #1

Who are the current incumbents on the current contracts for each service category and the respective financial amounts they have executed under their existing contracts with the City?

Answer #1

Current professional Engineering firms working with the City are: CPH, Inc., DRMP, Inc., Kimley-Horn & Associates, Mead & Hunt, Zev Cohen & Associates, Inc. Amounts spent with awarded firms cannot be provided here but can be requested through JustFOIA. (https://portorangefl.justfoia.com/)

Question #2

If you are submitting as a prime in two service categories, can you also be a sub in a different category?

Answer #2

Yes.

Question #3

Will you be grading each service discipline category separately? If so, do you want one packaged submittal for each category, or do we combine them into one submittal?

Answer #3

The expectation is for each respondent to submit one, all-inclusive package. The City will not be evaluating each category separately. If submitting for more than one discipline, such disciplines should be noted on your Statement of Interest.

Question #4

If we submit on multiple service categories, how should we structure Tab C if each category has different team members? Can we have 10 pages for qualifications per service category?

Answer #4

If submitting on more than one service category and the information you intend to provide is different between service categories you're submitting on, you should name the Tab with a sub-heading such as: Tab C – Civil Engineering. See Section A, p.1 of this Addendum for clarification regarding page limits.

Question #5

Are we allowed to use a City of Port Orange projects for Tab D to meet "provide examples of innovative solutions…"

Answer #5

Yes.

Question #6

The scope of work line item that says, "Environmental analysis", what type of work does this entail? What type of projects would suffice to represent this line item?

Answer #6

Environmental analysis may include threatened and endangered species reports; reports and recommendations for wetland mitigation; conducting Phase I and Phase II Environmental Assessments; and identifying, describing, and mapping natural community types, using FNAI's natural community classification system contained in the *Guide to the Natural Communities of Florida*.

Question #7

The scope of work line item that says, "Stormwater management systems", does this include stormwater inspections (SWPPP)?

Answer #7

The scope of work includes stormwater inspections, compiling stormwater management plans & specs, inspections of stormwater protection elements, determinations of compliance, completing and/or evaluating NPDES reports.

Question #8

If a firm cannot provide the full scope of services, will the City of Port Orange allow firms to add in subconsultants to be able to submit for those categories?

Answer #8

Please see Section B, p.1 of this Addendum. If intending to use sub-consultants for any service discipline your firm is submitting on, sub-consultants must be listed in Tab C and the service category identified for which they will be used. Only the lead firm will be evaluated and scored, so qualifications of the sub-consultants should not be included with your submittal.

Question #9

On Form 9.7, Letter F it says we to submit contracts on hand showing contract amount and anticipated dates of completion. Is that required or is it "n/a" for this RFSQ? Can we submit relevant/similar projects?

Answer #9

This is required for the evaluation of the Statements of Qualifications. The City will accept a list of contracts your firm deems to be comparable to the services for which you are submitting. This list will assist evaluators in determining your firm's financial stability and ability to meet the City's needs.

Question #10

What is the resume page limit per person?

Answer #10

Please refer to Section 7, Tab C, second bullet: For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:

- The professional qualifications and experience for each person;
- A summary of experience on projects like those described in this RFSQ;
- Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Question #11

As currently worded, we believe that the indemnity provision on page 18, section 36, Indemnification/Hold Harmless, and page, section 45, Legal Requirements, and page 100, section 21, Liability for Loss or Damage, of the RFSQ is not in compliance with FL Statute 725.08. Would the City please consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

Answer #11

The City will not be modifying this language in this solicitation as it does not contradict the suggested language in Florida Statute 725.08.

Question #12

Section 7: Some page number restrictions are provided; however some sections do not list page restrictions. Can further clarification be made regarding which sections of the response have page restrictions and what they are? For example, Tab B mentions a two-page restriction and then a ten-page restriction, however additional information related to Projects and Experience does not have a page restriction listed. An overall restriction per Tab would be helpful if that is the intent. Please let us know if any items, such as resumes, should be excluded from the page count

Answer #12

If an item within a Tab does not indicate a page limit, then it doesn't have one.

Question #13

Will a respondent be disqualified if they do not answer sections on Form 9.7? We ask because multiple portions of this form require extensive research or confidential financial information. Example: Item F, which requires a list of current contracts on hand. As a large firm, this requirement is unreasonable to complete as we have over a thousand active contracts. Researching the amounts and contract end dates for each is not feasible.

Answer #13

The City will accept a list of contracts your firm deems to be comparable to the services you are submitting for. This list will assist evaluators in determining your firm's financial stability and ability to meet the City's needs.

Question #14

Items H & I, which asks if any work assignment has failed. Our firm is over 100 years old and has survived the Great Depression and two world wars. While we take great pride in our client service and history, it is not feasible to research every work assignment to determine if any assignment has ever failed.

Answer #14

The City will accept a short narrative outlining why listing failed or defaulted projects is not feasible. Please include this information on a separate sheet with the item letter/s in the heading.

Question #15

Item J, referring to major equipment. We own buildings, vehicles, and a large variety of specialized equipment in many offices around the country and internationally. Compiling an accurate list and presenting it in an understandable format is an excessive request for this contract response.

Answer #15

The City will accept a short narrative explaining why including the equipment list is not feasible.

Question #16

Item L, referring to principal members and officers. Our company includes 41 officers. Providing the requested detail for each is a large effort and is an excessive request for this contract response.

Answer #16

In lieu of all 41 officers, the City will accept the requested information for the top executive team of your firm.

Question #17

Items M, N, & O refer to financial information. We are proud of our member-owned and financially secure company status, but we consider our finances to be confidential. We are, however, prepared to respond to Tab E in more general terms. We are open to other options to help the city feel confident in our financial strength in a reasonable way.

Answer #17

On Form 9.7 Statement of Respondent's Qualifications, Items M, N, and O are required. The City will accept this information as part of Tab E. Also, if the submitting firm supplies information that is deemed to be confidential under Florida Statutes, this information can be included on Form 9.13 Non-Disclosure Agreement and can be submitted in a separate envelope. Information provided on Form 9.13 Exhibit A – Description of Confidential Material is excluded from public record per the Sunshine Law.

In all other respects, except as specifically stated herein, the subject RFSQ #23-18 Professional Engineering Services remains unchanged.

END OF ADDENDUM NO. #1

CPH LICENSES

PROFESSIONAL ENGINEERS

Licensee Information

Name:	**CPH CONSULTING LLC** (Primary Name)
	CPH (DBA Name)
Main Address:	**500 W. FULTON STREET** **SANFORD Florida 32771**
County:	**SEMINOLE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**36945**
Status:	**Current**
Licensure Date:	**03/21/2023**
Expires:	

ARCHITECTURE

Licensee Information

Name:	CPH CONSULTING, LLC (Primary Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/04/2005
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	04/04/2005

State of Florida
Department of State

I certify from the records of this office that CPH CONSULTING, LLC is a Florida limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on October 21, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of October, 2023

Secretary of State

Tracking Number: 0418330781CC

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

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

LANDSCAPE ARCHITECTS

Licensee Information

Name:	**CPH CONSULTING LLC** (Primary Name)
Main Address:	**500 W FULTON ST** **SANFORD Florida 32771**
County:	**SEMINOLE**

License Information

License Type:	**Landscape Architecture Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**07/11/2022**
Expires:	

SURVEYORS & MAPPERS

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7143**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH CONSULTING, LLC
500 W FULTON ST
SANFORD, FL 32771-1220

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

B. COMPANY PROFILE – HISTORY **AND QUALIFICATIONS**

The Firm has been providing services in the area since the 1960s and the Firm has been established since 1981. In keeping with the company's philosophy to assure responsive and cost-effective service, CPH has grown, with branch offices housing approximately 400+ employees in Florida, Georgia, Maryland, North Carolina, and Puerto Rico. The firm's Headquarters are located in Sanford, Florida. CPH's commitment to providing the highest level of service in an affordable manner has been achieved through emphasis on personalized services and direct involvement of top-level CPH personnel.

CPH prides itself in its capability to "provide quality and innovation for design and construction." In every aspect of the business, CPH takes pride in providing timely, cost-effective, and appropriate engineering services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting engineering firm, CPH provides services in the following areas:

- Transportation Engineering, including Traffic Planning and Design
- Master Planning
- Engineering Services (Civil, Structural, and Utilities)
- Architectural Services/Landscape Architecture
- Water/Wastewater/Reclaimed/Stormwater Systems
- Hydraulics and Hydrology
- Environmental Sciences
- Land Planning/Zoning
- Construction Engineering and Inspection/Construction Management
- Surveying & Mapping
- Other related fields

CPH, INC. NAME CHANGE HISTORY:

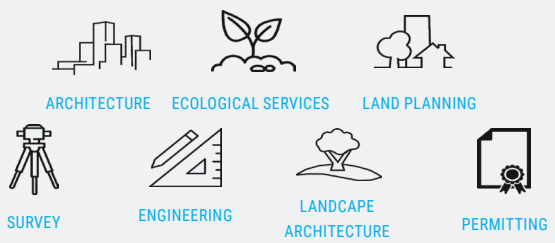
- CPH Consulting, LLC dba CPH Consulting, LLC (2022–Present)
- CPH, Inc. (2013–2022)
- CPH Engineers, Inc. (1998–2013)
- Conklin, Porter, & Holmes (1981–1998)

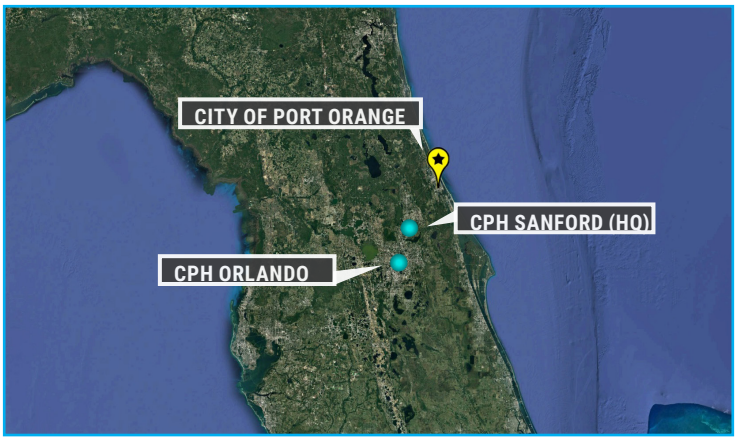
CPH is a limited liability company and has been in business for 42+ years.

NUMBER OF YEARS IN BUSINESS:

CPH has been providing consulting services since the 1960s in Florida and was established in 1981.

AREAS OF **SERVICE**





OFFICE LOCATION	ADDRESSES OF CPH FLORIDA OFFICES
CPH SANFORD (HEADQUARTERS)	500 W Fulton Street, Sanford, FL 32771
CPH ORLANDO	1117 E Robinson Street, Orlando, FL 32801
CPH DELAND	436 West New York Avenue, DeLand, FL 32720

WELL QUALIFIED PROJECT MANAGER

Our team is led by **CPH Transportation Division Director, Mr. Kurt R. Luman Jr., P.E.** He brings over 23 years of experience working with municipal clients in managing, engineering, and designing complete streets, roadway, traffic, and trail projects, including geometric design, safety enhancements, stormwater management systems, traffic intersections, and traffic control plans.

SPECIALTY SKILLS

- ☑ Project Management
- ☑ Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- ☑ FDOT guidelines and FDOT LAP
- ☑ Trails and Shared-Use Paths
- ☑ Signing and Pavement Parking
- ☑ Maintenance of Traffic Plans
- ☑ Streetscapes/Complete Streets
- ☑ Public Involvement
- ☑ Drainage/Flood Plain
- ☑ Permitting

WHAT KURT WOULD LIKE YOU TO KNOW

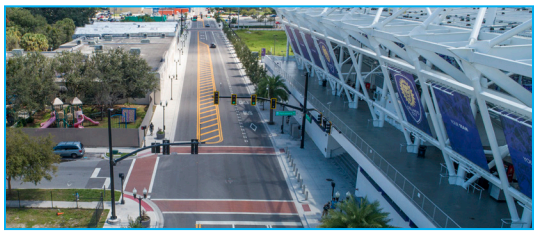
"I am happy to act as project manager for the contract, and will be the primary liaison between the CPH team and the City. With over 23 years of experience specializing in transportation engineering, my expertise includes working as project engineer for the Hillsborough County PD&E and Final Design – Sheldon Road and Waters Avenue Intersection Improvements project. Additionally, I have a proven track record of delivering multiple similar projects for a variety of municipalities across the State of Florida. My main goals are to implement safe, sustainable multi-modal transportation networks that fully implement FDOT Target Zero initiative by eliminating all fatalities and serious injuries caused by traffic-related collisions to the greatest extent possible, while always remembering that the finished product must suit the needs and desires of the local community."

QUALIFICATIONS AND CAPABILITIES

ENGINEERING

CPH prides itself in its capability to "provide quality and innovation for design and construction." In every aspect of the business, CPH takes pride in providing timely, cost-effective, and appropriate engineering services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting engineering firm, CPH provides services in the following areas:

- Program Management
- Due Diligence/Site Investigations
- Zoning/Entitlements
- Land Planning/Urban Design
- Site Design and Construction Documents
- Landscape Architecture
- Traffic Engineering
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Roadway Design Engineering
- Utility Design
- Stormwater Management Facility Design
- Site Grading and Drainage Plans
- Lighting Analysis and Design
- Jurisdictional Approval Coordination
- Jurisdictional Consulting Support Services
- Regulatory Permit Approval Coordination
- Permit Management



HIGHLIGHTED PROJECTS:

Georgetown Drainage Improvements | 2.5 miles
Multiphase stormwater infrastructure project in Downtown Sanford, including pipes up to 72 inches.

Cape Coral SE 47th Terrace Streetscape Improvements | 4,833 LF
Provided professional design and construction engineering services for improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd.

City of Palm Coast – Citation Parkway Improvements | 0.3 miles
Providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard.

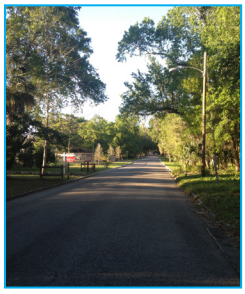
Palm Coast WTP #3 Concentrate Reuse and Recovery | 3.0 MGD
Conducted extensive studies to beneficially reuse the concentrate flow produced by the RO skids as a resource.

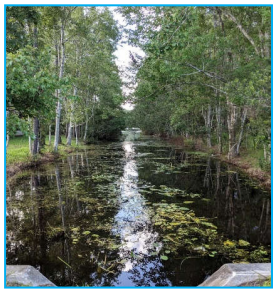
QUALIFICATIONS AND CAPABILITIES *(CONTINUED)*

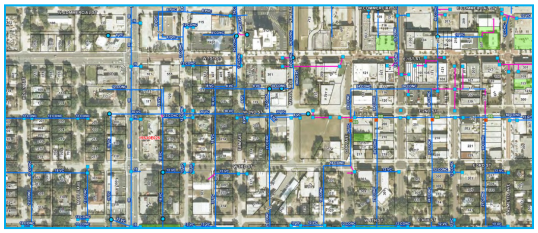
STORMWATER CONSULTING

Our team has provided services for stormwater planning, design, and construction of numerous infrastructure projects that include preliminary engineering, data collection, permitting, hydraulic modeling, nutrient analysis, bidding, and construction inspection services.

CPH has developed Stormwater Master Plans for numerous municipalities, and has performed hydraulic modeling of stormwater systems–ICPR for routing and stages of lakes and ponds, PONDS for recovery analysis of treatment systems, or HEC-RAS for conveyance systems, e.g., streams or rivers. Our team has prepared full stormwater plans, including assisting with capital plan preparation, and stormwater rate studies.







HIGHLIGHTED PROJECTS:

Georgetown Drainage Improvements | 2.5 miles
Multiphase stormwater infrastructure project in Downtown Sanford, including pipes up to 72 inches.

K Section Drainage Conveyance Analysis | 52-77" pipe
Provided survey, engineering, and permitting services to develop construction plans for the upsizing of stormwater conveyances at four sites.

Pump Branch Stormwater Master Plan | Approx. 1 mile, 18-72" pipe
Creation of a stormwater master plan for the City of Sanford's Pump Branch Basin.

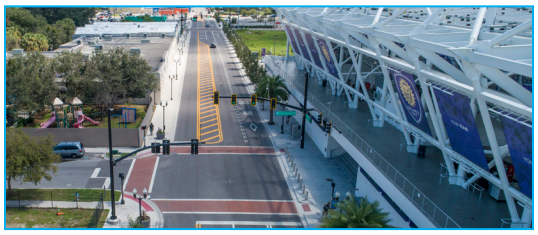
Drainage Analysis and Design for SR 44 and Florida Avenue | 5 acres
Analyzed the historical flooding issue at the intersection of SR 44 and Florida Avenue in DeLand, Florida.

QUALIFICATIONS AND CAPABILITIES *(CONTINUED)*

TRAFFIC/TRANSPORTATION PLANNING & ENGINEERING

CPH has over 42 years of experience in the planning and design of transportation projects that include roadway widening, rural-to-urban conversions, roadway realignments, intersection improvements, including roundabouts, bicycle and pedestrian improvements, and FDOT LAP projects. CPH's capabilities include:

- Major and Minor Roadway Analysis and Design
  - Typical Section and Pavement Design Packages
  - Cost Estimates
  - Access Management
  - Pond Siting Analysis and Reports
  - Roadway Plans
  - Hydraulic and Hydrologic Analysis and Design
  - Traffic Control Plans
  - Drainage Plans
- Signing and Pavement Marking Analysis and Design
- Traffic Services
  - Transportation Planning and Concurrency Analysis
  - Traffic Modeling and Simulation
  - Traffic Engineering
  - Roadway Impact Fee Studies
  - Transportation Modeling
  - Proportionate Share Analysis
  - Intelligent Transportation Systems
  - Signal Design



HIGHLIGHTED PROJECTS:

Ocoee Downtown Streets Redevelopment | 3,070 LF total
Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment.

Cape Coral SE 47th Terrace Streetscape Improvements | 4,833 LF
Provided professional design and construction engineering services for improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd.

City of Palm Coast – Citation Parkway Improvements | 0.3 miles
Providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard.

East Central Regional Rail Trail (ECRRT) (FDOT LAP) | 3.61 miles
The project consisted of the design, permitting, and construction of two pedestrian bridges, multiple respite areas, and multiple mid-block crossings.

CPH WORK PHILOSPHY

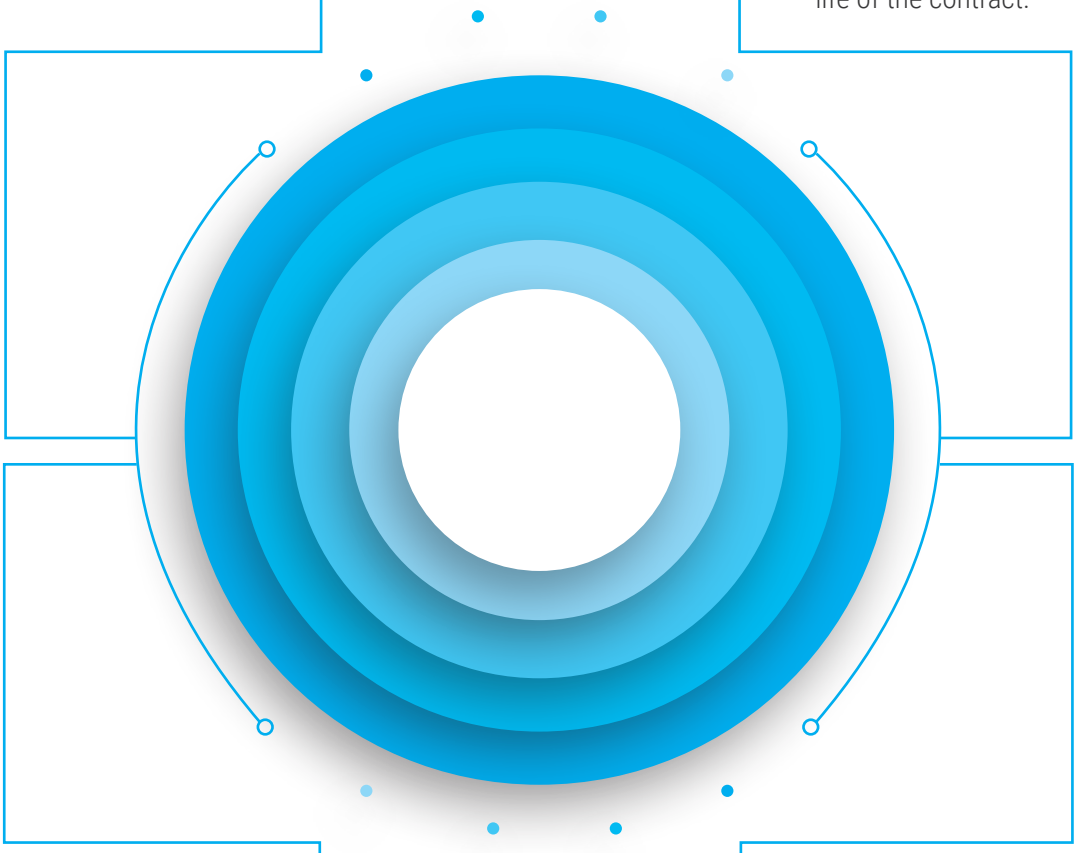
CPH's core values consist of a fundamental philosophy of customer/client focus. This not only includes acting as a true extension of our client's team, but also a team-based approach that takes into account the end user/customer. It is important to us to deliver effective results and solutions that provide for cost savings and long-term value. Our core philosophy is to be excellent stewards of our clients' and their constituents' fiscal resources.

02 CLIENT **FOCUSED**

Our services are client focused. Meaning we put our clients first and we are focused on creating a collaborative atmosphere to enhance our client experience.

03 STAFF **LONGEVITY**

Over 50% of CPH's staff have been with the firm for 10+ years. Our staff members have a vested interest in delivering quality and responsive services to the City. In addition, this longevity assures the City will be provided consistency throughout the life of the contract.



01 HISTORY WORKING **TOGETHER**

This team has an established and proven working history together. We have been serving the City of Port Orange for 16 years.

04 BUILDING BETTER **COMMUNITIES**

Our core philosophy is to make positive impacts in the communities we serve. As a firm and as individuals, our team takes great pride in our completed projects and building stronger communities with our clients.

COMMITMENT OF RESOURCES

CPH employs approximately 400+ individuals among its 16 Florida, Connecticut, Texas, Maryland, North Carolina, and Puerto Rico locations. The CPH team includes approximately 175 staff members in the nearby office, of which 52 reside in Volusia County. These residents have a sense of community pride and include members of the project administration team, designers, engineers, and design technicians. The CPH Team includes over 50 licensed engineers, 6 licensed architects, 33 unlicensed technical support staff, and 30 administrative staff.

ABILITY TO SUSTAIN POTENTIAL LOSS OF KEY PERSONNEL

CPH is apart of Trilon Group–a partnership of infrasturcture companies. This is a group of "sister" companies with the ability to share resources. Therefore, CPH has access to 3,000+ full-time employees and subject matter experts. This ensures that CPH will be able to meet the terms of the contract, should our firm sustain any loss of key personnel.

50+ LICENSED ENGINEERS

6 LICENSED ARCHITECTS

2 LICENSED LANDSCAPE ARCHITECTS

3 LICENSED SURVEYORS

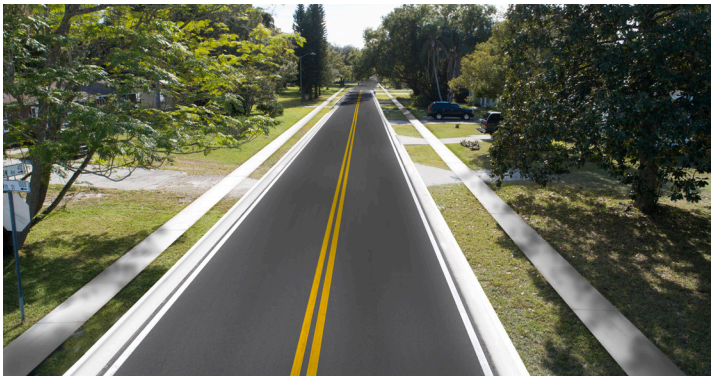
33 TECHNICAL SUPPORT

30 ADMINISTRATIVE STAFF

CPH'S EXPERTISE

CPH has the ability to provide most services in-house through our multi-discipline services. We have industry experts in Civil Engineering, Transportation and Traffic Engineering, Utility Engineering, Environmental Science, Landscape Architecture, Architecture, Mechanical/ Electrical/Plumbing (MEP), and Surveying. The multidisciplinary team at CPH has worked on numerous projects together, eliminating schedule and budget disruptions by having all services in-house and connected through our SmartSheet project tracking software and single point cloud based network. The below chart outlines the various projects ranging from transportation, archtiecture, and utilities, all of which utilize majority of our other disciplines and services.

	SIMILARITIES TO SCOPE											
PROJECT NAME	TRAFFIC MODELING	TRANSPORTATION	LANDSCAPE / HARDSCAPE	M/E/P	FDOT LAP/CDBG/GRANT	PLANNING	CIVIL ENGINEERING	UTILITIES ENGINEERING	ENVIRONMENTAL	ARCHITECTURE	DESIGN / PERMITTING	SURVEYING
US 17-92 Riverwalk Phases II & III	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Apopka Public Works, Utilities, and Complex Master Plan				✓		✓	✓	✓	✓	✓		
22nd Street South Corridor Improvements		✓	✓	✓	✓	✓	✓	✓			✓	✓
W. Central Blvd. Complete Street Design/Build	✓	✓	✓	✓			✓	✓			✓	✓
DeLand Downtown Complete Street Redevelopment and Safety Improvements	✓	✓	✓	✓	✓	✓	✓				✓	✓
Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street	✓	✓	✓	✓	✓		✓		✓		✓	✓
West Leesburg Neighborhood Resource Center Project	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓
Highlands Gravity Sewer and Water Main Replacement		✓					✓	✓	✓		✓	✓
Ocoee Downtown Complete Streets - Oakland Avenue	✓	✓	✓				✓	✓	✓		✓	✓
SSA-ESA 36" Water Main and 24" Reclaimed Water Main Project		✓				✓	✓	✓	✓		✓	✓
Bunnell/Flagler Safe Routes to Schools (FDOT LAP)		✓	✓		✓	✓	✓		✓	✓	✓	✓
DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)		✓	✓		✓						✓	✓
Melching Field Stadium Renovations – Design Criteria Package			✓	✓		✓	✓			✓	✓	✓
Sand Pond Road and Skyline Drive	✓	✓	✓			✓	✓		✓		✓	✓
Preliminary Engineering Report (PER) Westshore Area Roadway Improvements	✓	✓			✓		✓			✓	✓	✓



CITY OF SANFORD CONTINUING SERVICES - SANFORD, FL

US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA) – Phase II was an FDOT LAP project that included survey, design, and permitting of 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, mid-block crossings with RRFBs, and lighting. For phase III, CPH provided planning, survey, design, and permitting services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership (JPA) with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation. *Size: 1.5 miles, 1.7 miles // Completion Date: 2021 // Cost: $32,435,694 million*

Myrtle Ave. Streetscape – CPH provided surveying, design, and permitting services for the project, which consists of the removal of the existing asphalt street and construction of new brick street, storm sewer (15–42 inches), storm sewer stormceptor (for stormwater treatment), inlets, manholes, concrete parking, street lights, benches, landscape, and irrigation along 1,300 ft (+/-) of Myrtle Ave. from 3rd St. to Fulton St. and along 300 ft (+/-) of 2nd St. from Myrtle Ave. to Oak Ave. in downtown Sanford. Permitting included St. Johns Water Management District (SJRWMD) permitting for the new storm sewer system and proposed treatment. *Size: 1,605-ft, two-lane brick street and angled parking // Completion Date: 2022 // Cost: $2,720,274*

Historic Goldsboro Boulevard Streetscape – CPH provided planning, design, and permitting services to the City of Sanford for the redevelopment of Historic Goldsboro Boulevard. The project included the design of streetscape improvements for the corridor from William Clark Avenue to South Persimmon Avenue. The streetscape design includes new parallel parking, landscape bulb-outs, street and pedestrian lighting, reconstruction of the sidewalks, repaving of the roadway, drainage improvements, and pedestrian crossings. The $2.5 Million improvement is a beautification project that is a catalyst for economic development within the corridor. *Size: 0.70 mile // Completion Date: 2017 // Cost: $2,625,569*

Pump Branch Stormwater Master Plan and Georgetown Drainage Improvements – Basin analysis of over 500-acre basin in 1920s subdivisions. Alternatives analysis with cost estimates and preferred alternative recommendations. Multiphase Stormwater Infrastructure Project in Georgetown area. Redirects Georgetown Area runoff to Lake Monroe through a new conveyance system. Reduces flow going into Pump Branch, thereby, increasing the level of service of the system. The project also included rural-to-urban conversions of 2.5 miles of city streets with sidewalks, and required stormwater infrastructure improvements up to 72 inches in diameter. Community outreach encompassed over 100 affected property owners. *Size: 2.5 miles // Completion Date: 2022 // Cost: $3.8 million*

PROJECT DETAILS

Contract Duration: Since 1958

Total Cost: Varies Per Project

REFERENCE

City of Sanford
Mayor Art Woodruff
P.O. Box 1788
Sanford, FL 32772-1788
Phone: 407.688.5001
Email: Art.woodruff@sanfordfl.gov

CITY OF DELAND CONTINUING SERVICES - DELAND, FL

Charles Paiva Greenway Trail Phase I and II – Phase 1 included the design and CEI of a 1.4-mile shared-use path from the City's Earl Brown Park to the City's Painters Pond Park located near the southern property line of Stetson University. Phase 2 consisted of a 0.70-mile extension of the original 1.20-mile trail. Phase 2 included the design and permitting of a 10–12-ft-wide asphalt and concrete trail through Stetson University. *Size: 1.99 Miles // Completion Date: 2011 // Cost: $1,150,000 (est.)*

West Georgia Avenue Streetscape – CPH worked with the City of DeLand to develop a vision plan and the creation of a corridor that improved pedestrian connectivity/safety, encouraged economic growth and investments, and created a "festival" street. The roadway was designed with an inverted crowned section sending the stormwater to the center of the street, and Old Castle Adobe concrete pavers were used in a decorative herringbone pattern down the street. The improvements included sidewalk removal and replacement, modification of access drives and ramps for accessibility, design of decorative lighting, roadway rehabilitation, street furniture, signage, decorative pavers, and related infrastructure. *Size: 600 LF // Completion Date: 2018 // Cost: $548,494*

Drainage Analysis and Design for SR 44 and Florida Avenue – CPH was tasked with analyzing the historical flooding issue at the intersection of SR 44 and Florida Avenue in downtown DeLand. The analysis identified specific problems, potential solutions, estimated benefits of proposed improvements, estimated construction costs, and provided a matrix for which improvements should be considered for design and implementation. The selected option, which balanced the cost of improvements with the greatest impact of flood reduction, eliminated flooding during all 2-yr and 5-yr storm events, and majority of the 10-yr storm events. CPH's innovative thinking, detailed analysis and experience assisted the City of DeLand in obtaining FDOT approval for the proposed $750,000 project, as well as $540,000 of funding from FDOT through a Joint Project Agreement (JPA). *Size: 5 acres // Completion Date: 2015 // Cost: $845,400*

PROJECT DETAILS

Contract Duration: Since 1997

Total Cost: Varies Per Project

REFERENCE

City of DeLand
Ray Bahrami, P.E., PMP, CPM, CFM,
Deputy Public Services Director/City Engineer
1102 S. Garfield Ave.
DeLand, FL 32724
Phone: 386.626.7189
Email: Bahramir@deland.org

CITY OF DAYTONA BEACH CONTINUING SERVICES - DAYTONA BEACH, FL

Daytona Beach – US 92 (International Speedway Boulevard) Streetscape – Conceptual design services and public relations for the streetscape enhancements to International Speedway Boulevard (US 92) from US 1 (Ridgewood Avenue) to South Atlantic Avenue (SR A1A) for the City of Daytona Beach. Design consists of construction of new pedestrian esplanades, roadside and median landscaping to provide shade and comfort, hardscape improvements at intersections and throughout the pedestrian areas, furniture selection, gateway features, wayfinding signage, and accent lighting. *Size: 0.75 miles // Completion Date: 2012 // Cost: $298,000 (Conceptual Design Only)*

Daytona Fremont Ave. Sidewalk Design (FDOT LAP) – CPH provided design services for the Fremont Avenue Sidewalk Project for Daytona Beach under the Continuing Contract. The project consisted of designing a sidewalk along the north side of Fremont Ave. from Nile St. to S. Ridgewood Ave. for approximately 2,750 linear feet. CPH also coordinated the FDOT and the Florida East Coast Railway for the at-grade crossing upgrades. CPH's services included survey, design, and permitting to assist the City in preparing the FDOT LAP documents. The design and permitting is complete and awaiting FDOT funding for construction. *Size: 2,750 LF // Completion Date: 2023 // Cost = $425,000 (est.)*

Daytona North St. Sidewalk Design (FDOT LAP) – CPH provided design services for the North Street Sidewalk Project for Daytona Beach under the Continuing Contract. The project included the design and permitting for a sidewalk along the south side of North St., From N. Clyde Morris Boulevard (SR 483) to N. Nova Rd. (SR 5A), for approximately 4,900 LF. CPH also coordinated the FDOT for connection to SR 483 and SR 5A. CPH's services included survey, design, and permitting, to assist the City in preparing the FDOT LAP documents. The design and permitting is complete and awaiting FDOT funding for construction. *Size: 4,850 LF // Completion Date: 2019 // Cost: $425,000 (est.)*

PROJECT DETAILS

Contract Duration: Since 1999

Total Cost: Varies Per Project

REFERENCE

City of Daytona Beach
Jim Nelson, Jr., P.E., MPA, City Engineer
301 S Ridgewood Ave
Daytona Beach, FL 32114
Phone: 386.671.8613
Email: nelsonjames@codb.us

VOLUSIA COUNTY CONTINUING SERVICES - VOLUSIA COUNTY, FL

City of Port Orange Gopher Tortoise Recipient Site Management, Volusia County – CPH scientists have obtained approval from the Florida Fish & Wildlife Conservation Commission (FFWCC) for a long-term tortoise recipient site at the Port Orange Mitigation Bank in central Florida to serve donor sites through most of Florida from the panhandle to Jacksonville to north of Lake Okeechobee. CPH provides information packages to donor site representatives for the submittal of a capture and relocation permit to FFWCC. Once a permit is issued, CPH will make arrangements to receive the captured tortoises and relocate the tortoises and commensal species to the recipient site. CPH conducts compliance monitoring, coordination with the FFWCC and the City as required. *Size: Port Orange Mitigation Bank // Completion Date: Ongoing Since 2009 // Cost: Varies Per Task*

Volusia Southeast Regional Water Reclamation Facility Improvements – New Biological Nutrient Removal System as well as expansion from 0.60 Average Annual Daily Flow (AADF) to 1.20 MGD AADF. 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability. Future expansion capacity capabilities in the range of 2.5 to 3.0 MGD AADF. New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD. *Size: 1.20 MGD AADF // Completion Date: Ongoing // Cost: $15 million (est.)*

PROJECT DETAILS

Contract Duration: Since 1974

Total Cost: Varies Per Project

REFERENCE

Volusia County Water Resources & Utilities
Michael Ulrich, Director
123 W. Indiana Ave.
DeLand, FL 32720
Phone: 386.943.7027
Email: mulrich@volusia.org

CITY OF WILDWOOD CONTINUING SERVICES - WILDWOOD, FL

Wildwood WRF BNR Improvements and Expansion – CPH generated a detailed Conceptual Design Report (CDR) for the improvements required to maintain the existing WRF and develop a plan for the future wastewater and reclaimed water demand in the service area. Due to the CPH Team knowledge base and accelerated growth occurring within the City and local area, the CDR was completed in an expeditious manner. The CPH Team evaluated 42 potential nutrient removal technologies with respect to reducing the nutrient (TN and TP) in the reclaimed water. The CDR identified the recommended long-term nutrient removal system improvements required, short-term/interim improvements to the existing treatment facility, and a conceptual layout of the proposed improvements for a new 6.0 MGD WRF. The CDR was approved by City Staff and the City Commission. *Size: 8.0 MGD // Completion Date: Ongoing // Cost: $2.6 Million (est.)*

Millennium Park Master Planning and Phases 1 & 2 Development – Vision and Master Plan Update for 90+ acre park to include new amenities and recreational programming as well as optimization for the user experience. 5- and 10-Year Capital Plan Development for Implementation. CPH is working with the City team on the first two phases of the park development. Phases 1 and 2 consist of designing the internal roadway network, parking, trails, softball and soccer fields, covered basketball courts building design (Airitorium), tennis courts, racquetball courts, food truck parking, utility and drainage improvements. *Size: 90+ acres // Completion Date: 2024 (est.) // Cost: $9.2 Million (est.)*

Wildwood - City Hall Annex Remodel – CPH was hired through our continuing contract to renovate the existing City Hall Annex. CPH was tasked to reconfigure access points and windows, match the facade to the new City Hall, and design a new roof. CPH provided three concepts and presented them to the City for consideration. Each concept provided a design that would closely match the colonial architecture of the nearby City Hall. *Size: 2,900 SF // Completion Date: 2021 // Cost: $225,000*

PROJECT DETAILS

Contract Duration: Since 2019

Total Cost: Varies Per Project

REFERENCE

City of Wildwood
Jeremy Hockenbury, Public Works Director
743 Huey Street
Wildwood FL, 34785
Phone: 352.330.1343
Email: jhockenbury@wildwood-fl.gov

CITY OF EDGEWATER CONTINUING SERVICES - EDGEWATER, FL

SR 5/US 1 Sidewalk LAP FPN #430183-1-58-01 – CPH provided construction engineering and inspection (CEI) services. Local Agency Program (LAP) funding was provided and EEO and other Federal Reporting was required. The project included extensive MOT to accomplish approximately 3 miles of sidewalk construction, replacement and upgrading of traffic signals, storm sewer construction, and coordination with private property owners. *Size: Varied Per Project // Completion Date: 2015 // Cost: $1,042,000 million*

City of Edgewater Consumptive Use Permit Compliance Monitoring, Volusia County, Florida – The City of Edgewater selected CPH to provide post-CUP compliance monitoring pursuant to the SJRWMD CUP No. 9157. CPH was selected by the City to provide monitoring of well installation, coordination with landowners and SJRWMD, and survey and ecological monitoring services for the wellfield development. CPH Environmental Services provided management of communications with wellfield landowners to coordinate the approval of easement location and easement language for each of the eight monitoring sites. CPH was the liaison with SJRWMD for the City to ensure compliance with permit conditions. *Size: 8 wetlands and 8 wells // Completion Date: 2013 // Cost: $86,983*

PROJECT DETAILS

Contract Duration: Since 1985

Total Cost: Varies Per Project

REFERENCE

City of Edgewater
Randy J. Coslow, P.E.
Director of Environmental Services / City Engineer
PO Box 100
Edgewater, FL 32132
Phone: 386.424.2400 x4007
Email: RCoslow@cityofedgewater.org

CITY OF OCOEE CONTINUING SERVICES - OCOEE, FL

Bluford Avenue Streetscape, Phase II – This portion included a 3,000-ft-long segment of Bluford Ave. in the heart of the City of Ocoee. The project was a joint utility improvement and roadway project and was administered as a "construction management at risk" (CMAR) project. CPH provided roadway and landscape architecture services as a subconsultant. The project included the reconstruction of the roadway following the completion of the water main, gravity sewer, and reclaimed water main installations. The roadway improvements included brick pavers in some roadway reconstructed areas, wider sidewalks, roadside landscape/hardscape, and lighting improvements. The project also included undergrounding the overhead utilities through coordination with Duke Energy, ATT, and Spectrum. *Size: 0.585 miles // Completion Date: 2019 // Cost: $9.86 million*

Ocoee Downtown Streets Redevelopment – CPH was selected to perform professional civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts which are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond. *Size: 3,070 LF total // Completion Date: Ongoing // Cost: TBD*

Blackwood Avenue Streetscape and Roundabout – This is a 1,128-LF Streetscape Project with single-lane roundabout to resolve sight line issues at a complex geometry intersection. Includes roadway, landscape, hardscape, and lighting design. This CRA funded project is anintegral part of the City of Ocoee's overall regional effort of improvements within the SR-50 West CRA. Plans drawn to replace existing 5-ft concrete sidewalks along Blackwood Avenue with new 10-ft brick paver sidewalks large enough to fit tree planter boxes between the back of curb and the walking space and decorative lighting. Minor traffic operations were included to eliminate a substandard turn lane to provide additional queue storage for the southbound left turn lanes onto SR 50. *Size: 1,128 LF // Completion Date: Ongoing // Cost: TBD*

PROJECT DETAILS

Contract Duration: Since 2009

Total Cost: Varies Per Project

REFERENCE

City of Ocoee
Ginger Corless, Deputy Development Services Dir: CRA Administrator 150 N Lakeshore Drive
Ocoee, FL 34761
Phone: 407.905.3100
Email: vcorless@ocoee.org

PALM COAST CONTINUING SERVICES - PALM COAST, FL

Lehigh Trail Trailhead (FDOT LAP) – CPH performed a detailed field review of the site with the City to assess the proposed parking and trailhead improvements. CPH prepared preliminary layouts of the improvements, detailing the parking, trail access, stormwater improvements, utility connections, and other associated elements of the project. CPH assisted the City in coordinating with FPL for the proposed improvements that fall within the FPL easement. *Size: 14 acres // Completion Date: 2021 // Cost: $2.3 million*

Citation Parkway Improvements – CPH is providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard. The project area is approximately 0.3 miles long. The project includes extension of Sesame Boulevard to Seminole Woods Boulevard by elimination of the intersection at Citation Parkway and Sesame Boulevard; replacement of the deficient culvert/bridge on Sesame Boulevard; intersection improvements at Citation Parkway and Seminole Woods Boulevard to include the addition of a left turn and a right turn lane; intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane; drainage and utility design; multi-use path/passive linear park along the south side of Sesame Boulevard; and a temporary pedestrian crossing and path from Sesame Boulevard to Seminole Woods Boulevard. *Size: 0.3 Miles // Completion Date: 2021 // Cost: $1,724,870*

Palm Coast WWTP No. 2 – MBR BNR Project PH I & II – Phase I - Selected by the City to provide professional engineering services for the planning, design, permitting, and construction engineering, inspection, and management (CEIM) of a new 2.0 MGD MBR/BNR treatment facility, expandable to 6.0 MGD. The new BNR facility utilizes the MBR process in conjunction with anaerobic, pre-anoxic, nitrification, and post-anoxic biological processes to achieve AWT standards. The MBR process requires a much smaller footprint than that of a conventional 5-stage BNR process; a single MBR process tank replaces the re-aeration, secondary clarifier, and tertiary filtration processes. Phase II - This part of the project includes the design of the MBR plant expansion from 2.0 MGD to 4.0 MGD to meet the projected demand. *Size: 4.0 MGD // Completion Date: Ongoing // Cost: $43.1 million (est.)*

Palm Coast Wellfield Development, CUP and Post-CUP Compliance Monitoring – The City of Palm Coast selected CPH to process a Consumptive Use Permit (CUP) with the SJRWMD and an Environmental Resource Permit (ERP) for the construction of the Water Treatment Plant (WTP) No. 3 with FDEP. CPH was selected by the City to provide civil/site planning and engineering, stormwater, utility and environmental engineering, and survey and ecological services for the wellfield development and permitting and WTP design and permitting. *Size: Various Sites within Palm Coast Wellfield // Completion Date: Ongoing Since 2005 // Cost: Varies per Task*

PROJECT DETAILS

Contract Duration: Since 1998

Total Cost: Varies Per Project

REFERENCE

City of Palm Coast
Steve Flanagan, Utility Director
160 Lake Avenue
Palm Coast, FL 32164
Phone: 386.986.2354
Email: sflanagan@palmcoastgov.com

DELIVERY OF PROJECTS ON TIME AND WITHIN BUDGET

METHODS AND CONTROLS TO BE UTILIZED TO BALANCE AND MAINTAIN QUALITY, SCHEDULE, AND BUDGET

CPH is uniquely qualified to provide design services for the City of Port Orange. The team located in our Sanford office includes engineers, designers, surveyors, environmental scientists, and administrative personnel. CPH is currently finishing design services for other clients, but is actively seeking work for our Sanford staff. As a result, our staff is available and has the capacity to perform projects as they are assigned. CPH is committed to meeting budget and schedule requirements. CPH has developed a reputation for cost-effective, quality-engineering services through a philosophy of strong project management. Operating under aggressive deadlines and close coordination with City Staff, we commit to manage each work assignment under this contract based upon the following philosophies:

- By proposing a project manager with experience working with the City of Port Orange.
- Frequently involving City staff in meetings to expedite decision-making.
- Utilizing email and short memoranda to document progress of construction. Reporting status of the budget on a monthly basis in report form to City Staff.
- Preparing and distributing a Project Specific Workplan that details the following:
    - **What is to be done** – Define a scope of services by bringing in the stakeholders up front to discuss the project goals and objectives.
    - **Who is going to do it** – Monitor staffing usage, needs, and expenditures bi-weekly through our accounting software.
    - **When it will be done** – Maintain the Project Schedule using Microsoft Project software for scheduling and tracking.
    - **How much it will cost** – Monitor the estimated construction cost using trend reports prepared monthly and based on the most up-to-date data available from published prices and any known quantity revisions for the past month.
    - **How it will be controlled** – CPH will strive to provide quality service within the project schedule and require Quality Assurance/Quality Control (QA/QC) procedures to be identified in the initial internal project kick-off meeting. Time for QA/QC is incorporated into the project schedule; therefore, it will not delay project milestones. CPH has developed an extensive QA/QC procedure and incorporates it into each of its projects to ensure client satisfaction.

APPROACH TO BUDGET CONTROL

Designing to a budget is based on a two-fold approach. One is the actual construction cost associated with facility improvements; the second is related to the operations and maintenance costs. For the first topic, the construction cost, our team will provide the City with updated costs throughout the design phases. These will be Class I and Class II estimates that focus on preliminary costs and rough order of magnitude. As we get further in the design process of phase I, our team will deliver Class III, IV, and IV opinions of probable cost. With each meeting and design update the City will be provided updated estimates. This will allow the City to make the best decisions on how to move the project forward.

For the second topic, operational costs, our team will provide life cycle analysis for amenities and finishes. This will include maintenance requirements, replacement costs, and typical life of products/equipment. This allows the City staff to make the best decision, not only for the construction cost, but to align their vision on costs to operate the facility with the budget for the improvements. This will also provide the City with an understanding of potential paybacks to make sound long-term decisions. For instance, maybe the City can save the extra amount added during construction through energy savings within 5 years. This payback period may be an attractive alternative to a higher operational cost.

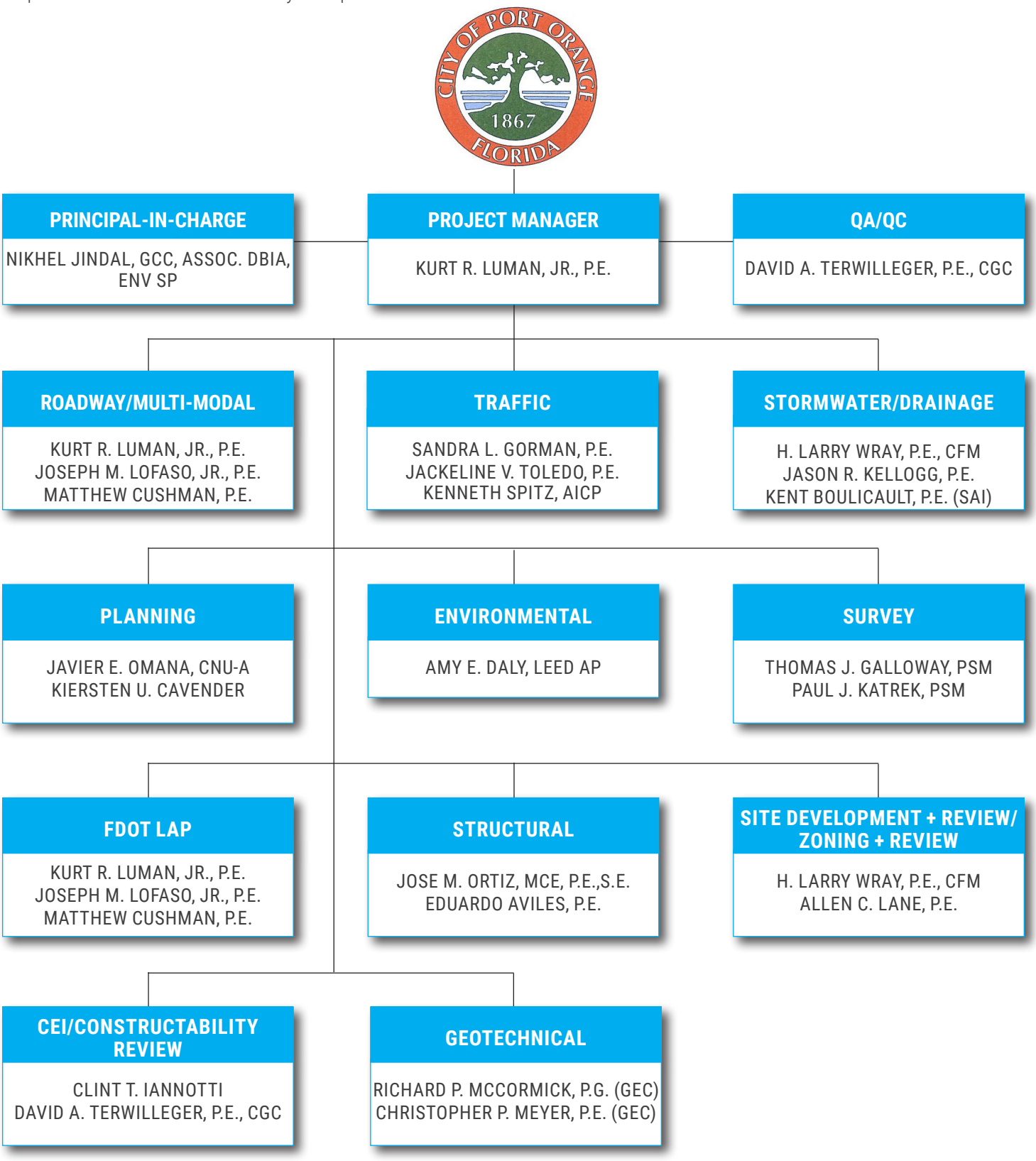
An important factor for creating an optimal design that meets the City's budget includes evaluating project implementation and project phasing. The most important success factor, based on our experience, is creating a long-term master plan. This is why this is the basis of our stakeholder engagement and programming approach. If not done correctly, the design becomes "reactive" to itself in lieu of being proactive. For example, in a "reactive" design, desired improvements that are not within current budget cost more to construct at a later date if not thought about during design. In a "proactive" design, there is thought put into where items will be constructed over a 5- or 10-year horizon. This approach allows you to construct in phases and alternative bid items that are easily added at a later date, while maintaining the design intent. Our team will provide a "proactive" design with an implementation schedule that accommodates for the ultimate "wish list" that is gathered during the public outreach.

SCHEDULING

In today's environment, it is imperative to finish projects on time in order to realize the planned revenue production capability of a facility being built for an owner. With the complexities of project finance and grant administration, the risks of delay have increased. To address such potential risk, CPH uses the latest project management tools effectively to identify potential project delays on a construction project at the earliest possible time before they are insurmountable. We use the critical path schedules persuasively and reliably to measure and quantify project delays, with a sound technical foundation. Our professionals understand the concept of the longest path, float ownership, and concurrent delay. Through the use of CPM scheduling software, we use the project schedule as an effective tool to work with the contractor in order to identify and quantify any potential delays, assign responsibility, and implement a recovery plan to complete the project. **We are accustomed to working with contractors using a variety of approaches to identify and measure delay and the impact on the project schedule.** This protects our clients from undue delays resulting from poor schedule analysis. Our proactive handling of scheduling issues is designed to ensure early identification and quantification of delay and implementation of best practices to avoid or minimize delay to allow the project to be completed on time.

C. QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL **AS PRESENTED BY RESUMES, EDUCATION AND TRAINING**

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by City of Port Orange. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services.



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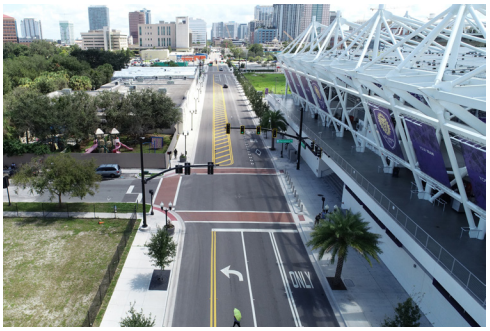

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1. W. CENTRAL BLVD. ROADWAY RECONSTRUCTION, STREETSCAPE, AND SANITARY SEWER REPLACEMENT DESIGN/BUILD - 0.55-mile complete street project associated with the Orlando City Soccer MLS Stadium. The project included complete roadway reconstruction including underlying brick roadway salvaging, wider pedestrian walkways,and event space along the corridor for game days, bus rapid transit lane, two new mast-arm signals, landscape/hardscape, and lighting improvements. The project included drainage upgrades as well as upsizing the sanitary sewer from an 8-in. line to a 21-in line, and undergrounding OUC Power and Communication (including the Duct Bank design). Extensive utility coordination, and coordination with the FDOT /SGL to have concurrent Maintenance of Traffic Plans for work within the Ultimate I-4 Construction project. Permitting with FDOT/SGL, SJRWMD, and FDEP.

2. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP AND JPA) - Phase II was a FDOT LAP project that included survey, design, and permitting of 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, mid-block crossings with RRFBs, and lighting. For Phase III, - CPH provided planning, survey, design and permitting services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership (JPA) with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

3. GEORGIA AVENUE DISTRICT REDEVELOPMENT VISION/MASTER PLAN - The team provided planning, visioning, and public outreach for the development of a long-term Vision, Master, and Capital Plan for the City of DeLand's Georgia Avenue District. Key to the Vision Plan was to identify key urban design and place-making elements that will set forth the blueprint for redevelopment in the area celebrating the entrepreneurial, historic, cultural, and urban design assets. This was achieved through context-sensitive design options responding to connectivity, compatibility, community outreach, opportunities/constraints, and the urban design assets of the study area. The Georgia Avenue District Vision Plan identifies a potential development scenario within context-compatibility driven sensitivity. The concept sets the basis for the establishment of the proper regulatory framework to guide redevelopment of this city asset. As part of the plan, CPH provided analysis of economic analysis of different types of development and the identification of Public/Private Partnership opportunities to implement the master plan.

NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP

PRINCIPAL-IN-CHARGE

Years of Experience: 25 | **Years at Firm:** 22

Education:
A.S. in Multimedia Design, Valencia Community College
Organizational Communications, Rollins College

Licenses & Certifications:
Design-Build Certification - AS-2897
Envision Sustainability Professional - 42882
Government Contractor Certificate - 0047

Key Skills / Qualifications:
- Conceptual Design
- Cost Estimation
- Purchasing
- Public Involvement

Overview: Mr. Jindal serves the firm of CPH as Chief Strategy and Success Officer and assists the team with the development of projects ranging from complete streets to building development projects. He has over 24 years of experience in public and private projects, with project values ranging from $75,000 to over $100 million in construction value. Mr. Jindal has been part of the team that has completed projects that include streetscapes, trails/pedestrian improvements, parks, stormwater improvements, pipeline and pump stations, and water/wastewater treatment plant projects. He has assisted the CPH team with project coordination and management, conceptual design, and public outreach and communication. In addition, Mr. Jindal has assisted the team in alternative delivery projects that include Design-Build, Progressive Design-Build and Construction Manager At Risk. Mr. Jindal holds his Associate DBIA certification from the Design-Build Institute of America and is an Envision Sustainability Professional recognized by the Institute for Sustainable Infrastructure.

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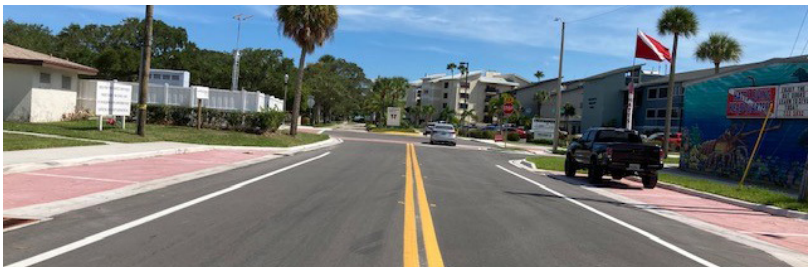
3. 

1. CAPE CORAL SE 47TH TERRACE COMPLETE STREETS - The project included reconstruction of an existing roadway, converting into a complete street, and the creation of a downtown district. The improvements included narrowing the roadway by removing on-street parking, wider sidewalks with pavers, landscaping, road reconstruction, off-street parking modification, streetlights, traffic analysis and calming, including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance features, ADA improvements, landscaping, and streetlights.

2. MITCHELL HAMMOCK ROAD AT LAKE JESSUP DRIVE INTERSECTION IMPROVEMENTS - Provided a new mast arm signal at the intersection of Mitchell Hammock Road and Lake Jessup Drive. The new signal was required to address safety concerns along the heavily trafficked Mitchell Hammock Road. The project also included adding a southbound left-turn lane along S. Lake Jessup and extending the eastbound left-turn lane along W. Mitchell Hammock Rd.

3. MELBOURNE MISC. DESIGN CONTRACT FOR LAP PROJECTS – PINEAPPLE AVENUE, COUNTRY CLUB RD, AND FRONT STREET - Pineapple Ave. project includes design of new bicycle and pedestrian facilities for approximately 2,600 LF (10-ft-wide multi-use path/5-ft bike lanes/raised crosswalks). Country Club Rd. project includes 2,560 LF of 6-ft concrete sidewalk along Country Club Road, 850 LF of 5-ft sidewalk along Melbourne Avenue, and 900 LF of 5-ft sidewalk along Edgewood Drive (total of 4,310 LF/0.82miles). Lastly, the Front St. project includes 12-ft-wide multi-use path, reconstruction of existing sidewalks to 6-ft, 5-ft-wide bike lanes; new 6-ft sidewalks on both sides of the roadway, and drainage upgrades to eliminate nuisance flooding.

KURT R. LUMAN, JR., P.E.

PROJECT MANAGER

Years of Experience: 24 | **Years at Firm:** 23

Education:
B.S. in Civil Engineering, University of Central Florida

Licenses & Certifications:
Professional Engineer - FL (No. 65036)
Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course

Key Skills / Qualifications:
- Project Management
- Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- FDOT guidelines and FDOT LAP
- Trails and Shared-Use Paths
- Signing and Pavement Parking
- Maintenance of Traffic Plans
- Streetscapes
- Public Involvement
- Permitting
- Drainage/Flood Plain

Overview: Mr. Luman serves the firm of CPH in the capacity of Sr. Vice President and Transportation Division Director. He is responsible for managing, engineering, and designing roadway, traffic, and trail projects, including geometric design, stormwater management systems, traffic intersections, and traffic control plans. Mr. Luman is also responsible for the preparation and processing of permits through various regulatory agencies including FDOT Local Agency Program (LAP) projects. In addition to highway and traffic design, he has experience in preparing stormwater pollution prevention plans, construction estimates, and site inspections.

DAVID A. TERWILLEGER, P.E., CGC | QA/QC

42 TOTAL YEARS | 33 YEARS AT FIRM

Mr. Terwilleger serves CPH as a Project Manager with more than 41 years of experience in design and construction. He has served as Project Engineer for several recent LAP on-system projects including Highbanks Road at US 17/92 Intersection Improvements, Spruce Creek Rd. and SR 421 (Dunlawton Ave.) Intersection Improvements, Colomba Road and US 17/92 Intersection Improvements. Mr. Terwilleger has provided CEI services for numerous roadway, trail/sidewalk, utility, and drainage projects in Central Florida including SR 426 Utility Construction, Cloud Branch Drainage Improvements, St. Johns Parkway, Michigan Avenue, and I-4 /SR 46 roadway improvements.

PAST PERFORMANCE

- **US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)**
  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

- **Independence Ave Streetscape/Festival Street**
  Began as an underground infrastructure and rehabilitation project upgrade, but grew to include a streetscape design for a festival street. The design incorporated a superelevated roadway for drainage, separating pedestrian and vehicular areas through texture/color, electrical improvements, and underground infrastructure upgrades to the stormwater, water mains, and gravity sewer.

- **Sand Pond Road and Skyline Drive**
  1.25-mile roadway project consisting of minor widening, turn lane improvements, safety upgrades, and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. Permitted through SJRWMD and Seminole County.

H. LARRY WRAY, P.E., CFM | DRAINAGE ENGINEER

27 TOTAL YEARS | 27 YEARS AT FIRM

Mr. Wray serves CPH as a Project Manager/Vice President. Mr. Wray is responsible for managing complex projects through preliminary design, final design, permitting, and construction administration and inspection. Mr. Wray also has experience in stormwater management, land development projects, recreational facility design, and roadway feature design. He has provided services in these fields to various clients. In conjunction with these projects Mr. Wray has designed various stormwater management systems. These projects have required the extensive use of ADICPR, Hydraflow, and both the Modret and Ponds programs.

PAST PERFORMANCE

- **Town of Oakland – Stormwater / Drainage Improvements**
  Included 2,030 LF of road reconstruction, installation of 3,130 LF of storm pipe (15-inch HDPE to 38-inch x 60-inch ERCP), and stormwater pond reconstruction. Project received State of Florida grant money from the Department of Environmental Protection Agency.

- **Sand Pond Road and Skyline Drive**
  1.25-mile roadway project consisting of minor widening, turn lane improvements, safety upgrades, and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. Permitted through SJRWMD and Seminole County.

- **Georgetown Drainage Improvements**
  Multiphase Stormwater Infrastructure Project in Downtown Sanford: Rural-to-urban conversion of 2.5 miles of city streets with sidewalks, stormwater infrastructure with pipes up to 72 inches, community outreach to the over 100 affected property owners.

JASON R. KELLOGG, P.E. | DRAINAGE ENGINEER

30 TOTAL YEARS | 30 YEARS AT FIRM

Mr. Kellogg has been with CPH since 1994. He has been involved with civil, site, and park planning and design. Mr. Kellogg has 29 years of experience working for private developers and municipalities. He has experience with all phases of project development, including planning, design, permitting, CEI and Certifications. He has experience permitting projects with all of the local jurisdictional agencies, including FDEP Water and Sewer Sections, St. Johns River Water Management District, FDOT, Flagler County, City of Palm Coast and FEMA.

PAST PERFORMANCE

- **Laird Street Sidewalks (Design/Build)**
  The project involved the design, permitting, and construction of sidewalk, the correction of multiple sidewalks and driveways in order to be ADA compliant, a bridge crossing and retaining walls in order to deal with steep slopes and existing drainage swales, and a multi-use path.

- **Cape Coral SE 47th Terrace Complete Streets**
  Included reconstruction of an existing roadway, converting into a complete street, and the creation of a downtown district. Improvements included narrowing the roadway, wider sidewalks, landscaping, road reconstruction, off-street parking modification, streetlights, traffic analysis and calming, adding a roundabout, raised mid-block pedestrian crossings, street furniture, ADA improvements, drainage modifications/upgrades, utility upgrades/ modifications.

- **W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/Build**
  0.55-mile complete roadway reconstruction, including underlying brick roadway salvaging, wider pedestrian walkways, event space, bus rapid transit lane, mast-arm signals, landscape/hardscape, and lighting improvements. Extensive utility coordination, and coordination with FDOT/SGL. Permitting with FDOT/SGL, SJRWMD, and FDEP.

JOSEPH M. LOFASO, JR., P.E. | ROADWAY/MULTI-MODAL ENGINEER

9 TOTAL YEARS | 8 YEARS AT FIRM

Mr. LoFaso serves CPH as a Project Engineer in the Transportation Department. He is responsible for data collection, processing and analysis on our roadway and traffic projects. He excels at design, cost estimation and scheduling. Previous to joining CPH, Mr. LoFaso worked with the City of Orlando in their Transportation Engineering Division as a Signalized Systems Technician. He was responsible for analyzing and interpreting automobile crash data, performing field reviews of existing signalized intersections for compliance with current FDOT and MUTCD criterion, designed and fabricated street signs, and collecting and analyzing traffic data.

PAST PERFORMANCE

- **Ocoee Downtown Streets Redevelopment**
  Included civil engineering and landscape architecture to design four local streets associated with the Downtown Redevelopment. Included a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks.

- **Cape Coral SE 47th Terrace Complete Streets**
  Included reconstruction of an existing roadway, converting into a complete street, and the creation of a downtown district. Improvements included narrowing the roadway, wider sidewalks, landscaping, road reconstruction, off-street parking modification, streetlights, traffic analysis and calming, adding a roundabout, raised mid-block pedestrian crossings, street furniture, ADA improvements, drainage modifications/upgrades, utility upgrades/ modifications.

- **W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/Build**
  0.55-mile complete roadway reconstruction, including underlying brick roadway salvaging, wider pedestrian walkways, event space, bus rapid transit lane, mast-arm signals, landscape/hardscape, and lighting improvements. Extensive utility coordination, and coordination with FDOT/SGL. Permitting with FDOT/SGL, SJRWMD, and FDEP.

MATTHEW CUSHMAN, P.E. | ROADWAY/MULTI-MODAL ENGINEER

18 TOTAL YEARS | 17 YEARS AT FIRM

Mr. Cushman serves the firm of CPH as a Project Engineer. He is responsible for the design and engineering of transportation infrastructure, grading, signalization, drainage, as well as the preparation and processing of permits through statewide regulatory agencies. Prior to working with CPH, he worked as a Traffic Signal Designer and Inspector for the F.D.O.T. District 5 Traffic Operations in DeLand, FL. The FDOT position included the design of District 5 transportation systems and the signalization of major state road intersections. Mr. Cushman has designed transportation improvements and throughout the State of Florida.

PAST PERFORMANCE

- **Shingle Creek Trail Design (FDOT LAP)**
  CPH was selected by the City of Orlando for the Shingle Creek Trail Design project, which consists of a 12–14-ft-wide, 2.5-mile segment of a regional 33-mile trail corridor.

- **US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)**
  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

- **DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)**
  This FDOT LAP project will extend the recently constructed Charles Paiva Greenway Trail approximately 7,000 feet. The project will include the following: landscaping, hardscaping, signage, traffic calming elements and other aesthetic features.

JAVIER E. OMANA, CNU-A | PLANNER

39 TOTAL YEARS | 22 YEARS AT FIRM

Mr. Omana serves CPH as Vice President of Land Planning Services and Senior Planner. His professional experience encompasses a wide range of land development planning activities that include: land use feasibility studies, master planning, site planning, Developments of Regional Impact (DRI), rezonings, entitlement acquisitions, permitting, and governmental approvals. Mr. Omana has master planned/ designed, and obtained development approvals for a host of projects ranging from small sites to large scale DRIs.

PAST PERFORMANCE

- **Cape Coral Northwest Cape and 7 Islands Vision Plan**
  Planning, visioning, and public outreach for the development of a long-term, 20-sq-mi Vision, Master, and Capital Plan. Overall vision plans included: complete streets, public lands utilization, mixed-use and commercial lands, target private lands for acquisition, street tree plans, signage and theming plans, neighborhood identification and preservation, waterfront activation, infrastructure expansion plans, and identification of Public/Private Partnerships to implement the master plan.

- **Georgia Avenue District Redevelopment Vision/Master Plan**
  The team provided planning, visioning, and public outreach for the development of a long-term City Vision, Master, and Capital Plan. Key was identifying urban design and place-making elements through context-sensitive design options. CPH provided analysis of economic analysis of different types of development and the identification of Public/Private Partnership opportunities to implement the master plan.

- **Goldsboro Neighborhood Master Plan**
  Provided planning, visioning, and public outreach for the development of a long-term Vision, Master, and Capital Plan. CPH analyzed connectivity, community facility, and housing issues, and oversaw the urban design aspect of the neighborhood to be addressed through the Master Plan.

KIERSTEN U. CAVENDER | PLANNER

1 TOTAL YEARS | 1 YEARS AT FIRM

Ms. Cavender serves as a Land Planner with the Planning Department of CPH, LLC. Her professional experience includes: feasibility studies, site investigation reports, due diligence reports, rezoning, large scale comprehensive plan amendments, and project management.

PAST PERFORMANCE

- **Connolly House Concept Study and Programming**
  Preliminary Analysis and Conceptual Design of a 5,000 SF civic center and park improvements. Park improvements will include trails, gazebos, pavillions, parking, boardwalks, and overlooks. Programming for new Civic Center to include multi-purpose room, catering kitchen, outdoor space, and offices.

- **James Irvin Civic Center and Park Study**
  CPH is evaluating parks within the City's service area and conducting public outreach to identify needs within the community and City park system. CPH is performing an analysis of the existing civic center and creating a program for its replacement. This includes performing community design charrettes and visioning sessions, and three floorplan concepts for the improvements.

- **East Pasco County Park Facilities (Naomi S. Jones/James Irvin Civic Center)**
  CPH is completing a Feasibility Study, Public Outreach Community Meetings, and Preliminary Landscaping/Architectural/Civil Design for a County park located within a historically underserved community, using context-sensitive design techniques to create design options and an action plan for a community center/park for all ages.

KENNETH SPITZ, AICP | SENIOR TRAFFIC PLANNER

33 TOTAL YEARS | 1 YEARS AT FIRM

Mr. Spitz has over 33 years of professional experience in traffic planning. His combination of experience and knowledge makes him a unique and valuable resource to CPH as Principal Transportation Planning. Mr. Spitz's experience includes 18 years in state and local government with responsibility for budgets, contract management, project planning/design/oversight/delivery, and public relations.

PAST PERFORMANCE

- **University Area Multimodal Study Fowler Av (SR 582) from I-275 to I-75**
  Development and feasibility analysis of multiple future designs for an 8-lane arterial. Each alternative integrated automotive, transit, cycling and pedestrian infrastructure improvements including: multiway boulevard with center-running bus rapid transit, road diet with restricted access frontage roads, and BAT Lanes.

- **Downtown St Petersburg Area Study**
  Comprehensive review and analysis of multimodal transportation needs in the CBD, including consideration of the removal of two Interstate spur routes—either together or separately—and the resulting impacts on adjoining community access.

- **SR 56 Extension Alternatives Analysis Study**
  This study identified 12 potential routes for the proposed extension of a four-lane state highway using regional travel demand modeling. Desktop analyses of multiple environmental categories narrowed preliminary candidates to three alternatives identified for further in-depth study.

SANDRA L. GORMAN, P.E. | TRAFFIC ENGINEER

30 TOTAL YEARS | 9 YEARS AT FIRM

Ms. Gorman serves CPH as Traffic Engineer. Her experience encompasses a wide range of traffic and transportation projects. Ms. Gorman's wealth of project experience includes traffic signal warrant analyses, transportation and traffic studies, mitigation recommendations, access management, and traffic modeling. Additionally, she was the recipient of "Young Transportation Professional of the Year" in 2009 and 2004 by the Institute of Transportation Engineers.

PAST PERFORMANCE

- **Preliminary Engineering Report (PER) Westshore Area Roadway Improvements**
  CPH prepared a Preliminary Engineering Report resulting from detailed Traffic Analysis and preliminary Roadway Design to develop and analyze multiple alternatives. The resulting analysis created options to maintain or improve the Level of Service with widening, intersection improvements, and signal timing adjustments.

- **Mitchell Hammock Road at Lake Jessup Drive Intersection Improvements**
  Provided a new mast arm signal at the intersection of Mitchell Hammock Road and Lake Jessup Drive. The new signal was required to address safety concerns along the heavily trafficked Mitchell Hammock Road. The project also included adding a southbound left-turn lane along S. Lake Jessup and extending the eastbound left-turn lane along W. Mitchell Hammock Rd.

- **US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)**
  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

JACKELINE V. TOLEDO, P.E. | TRAFFIC ENGINEER

22 TOTAL YEARS | 11 YEARS AT FIRM

Mrs. Toledo serves CPH as a Senior Traffic Engineer/Project Manager. She is responsible for overseeing/reviewing transportation projects. Her responsibilities also include client development, project research, and management of a variety of project types including travel demand modeling from development to application, traffic impact studies, corridor needs studies, PD&E, and regional planning. She maintains a direct role in client service, production, and staff development. For the past ten years she has served national, regional, and local private and public sector clients. She has extensive experience in working with clients and agency staff to identify economically feasible engineering solutions that serve the needs of the client and the public end user.

PAST PERFORMANCE

- **Cape Coral SE 47th Terrace Complete Streets**
  Included reconstruction of an existing roadway, converting into a complete street, and the creation of a downtown district. Improvements included narrowing the roadway, wider sidewalks, landscaping, road reconstruction, off-street parking modification, streetlights, traffic analysis and calming, adding a roundabout, raised mid-block pedestrian crossings, street furniture, ADA improvements, drainage modifications/upgrades, utility upgrades/ modifications.

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  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

AMY E. DALY, LEED AP | ENVIRONMENTAL SCIENTIST

30 TOTAL YEARS | 19 YEARS AT FIRM

Mrs. Daly serves CPH as principal environmental scientist. She has 29 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

PAST PERFORMANCE

- **City of Palm Coast – Citation Parkway Improvements**
  Included a realignment and extension of roads by elimination of an intersection; replacement of a culvert-bridge; intersection improvements to include the addition of turn lanes; drainage and utility design; multi-use path/passive linear park; and a temporary pedestrian crossing and path.

- **Seminole Wekiva Trail, Phase IV (FDOT LAP)**
  The 12–14-ft-wide trail is 2.5 miles long and runs from Maitland Boulevard near the county line to SR 436 with portions falling within the City of Altamonte Springs. The permitting, capture, and relocation of over 109 gopher tortoises to a preserve was completed prior to the trail construction. .

- **Belle Terre Parkway Four-Laning**
  CPH provided complete transportation planning and design services, that consisted of reconstructing approximately 4.1 miles of an existing two-lane rural road to a four-lane divided urban roadway with four, 12-ft travel lanes and two, 4-ft bicycle lanes.

THOMAS J. GALLOWAY, PSM | SURVEYOR

33 TOTAL YEARS | 22 YEARS AT FIRM

Mr. Galloway has more than 31 years of experience in the surveying and mapping profession and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager, and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. He has been personally involved in over 2,500 surveys while at CPH.

PAST PERFORMANCE

- **DeLand Roundabout**
  Performed design and analysis services for the construction of one of the first multi-lane roundabouts on a State Road in Florida (1st in District 5), working closely with FDOT District 5 and the FDOT Central Office to design and permit this intersection. Included significant drainage and lighting improvements.

- **Oakland Avenue Roundabout (at Oakland Avenue, Old Highway 50, & J.W. Jones Road) (FDOT LAP)**
  The intersection safety improvement project involved the realignment of several roads into a four-point, roundabout intersection. This Orange County LAP project included realignment of a trail to accommodate the roundabout and new developments. Also included signal improvements and retiming, significant right-of-way acquisitions, and utilities relocation coordination.

- **East Central Regional Rail Trail (ECRRT) (FDOT LAP)**
  CPH provided complete transportation planning and design services, that consisted of reconstructing approximately 4.1 miles of an existing two-lane rural road to a four-lane divided urban roadway with four, 12-ft travel lanes and two, 4-ft bicycle lanes.

PAUL J. KATREK, PSM | SURVEYOR

31 TOTAL YEARS | 17 YEARS AT FIRM

Mr. Katrek has more than 30 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

PAST PERFORMANCE

- **Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street**
  Included design of new bicycle and pedestrian facilities for approximately 2,600 LF (10-ft-wide multi-use path/5-ft bike lanes/raised crosswalks. Also included 12-ft-wide multi-use path, reconstruction of existing sidewalks to 6-ft, 5-ft-wide bike lanes; new 6-ft sidewalks on both sides of the roadway, and drainage upgrades to eliminate nuisance flooding.

- **Ocoee Downtown Streets Redevelopment**
  Included civil engineering and landscape architecture to design four local streets associated with the Downtown Redevelopment. Included a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks.

- **Voorhis Avenue Complete Street**
  CPH was tasked with analyzing and developing multiple options to incorporate various Complete Street components, including traffic-calming elements, multi-modal facilities, on-street parking, pedestrian-level and street lighting, and landscape and hardscape elements to revitalize the corridor and promote redevelopment.

JOSE M. ORTIZ, MCE, P.E.,S.E. | STRUCTURAL ENGINEER

26 TOTAL YEARS | 9 YEARS AT FIRM

Mr. Ortiz has over 25 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including commercial/retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural/engineering teams to deliver cost-effective structural solutions to meet project goals.

PAST PERFORMANCE

- **City of Palm Coast – Citation Parkway Improvements**
  Included a realignment and extension of roads by elimination of an intersection; replacement of a culvert-bridge; intersection improvements to include the addition of turn lanes; drainage and utility design; multi-use path/passive linear park; and a temporary pedestrian crossing and path.

- **US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)**
  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

- **Cape Coral SE 47th Terrace Complete Streets**
  Included reconstruction of an existing roadway, converting into a complete street, and the creation of a downtown district. Improvements included narrowing the roadway, wider sidewalks, landscaping, road reconstruction, off-street parking modification, streetlights, traffic analysis and calming, adding a roundabout, raised mid-block pedestrian crossings, street furniture, ADA improvements, drainage modifications/upgrades, utility upgrades/ modifications.

EDUARDO AVILES, P.E. | STRUCTURAL ENGINEER

9 TOTAL YEARS | 7 YEARS AT FIRM

Mr. Aviles serves as CPH's Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

PAST PERFORMANCE

- **Ocoee Downtown Streets Redevelopment**
  Included civil engineering and landscape architecture to design four local streets associated with the Downtown Redevelopment. Included a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks.

- **US 17-92 RiverWalk, Phase II - III (FDOT LAP and JPA)**
  Phase II: FDOT LAP project that included survey, design, and permitting. Phase III: Planning, survey, design, and permitting funded through a JPA with FDOT; complete streets design.

- **East Central Regional Rail Trail (ECRRT) (FDOT LAP)**
  The project consisted of the design, permitting, and construction of approximately 3.6 miles of a 12-ft-wide multi-use trail, construction of two pedestrian bridges, multiple respite areas, and multiple mid-block crossings.

ALLEN C. LANE, P.E. | SITE DEVELOPMENT, REVIEW/ ZONING, REVIEW ENGINEER

37 TOTAL YEARS | 34 YEARS AT FIRM

Mr. Lane serves the firm of CPH as a Project Engineer for both public and private civil projects. Mr. Lane joined the firm in 1989 as a drafting technician with an A.S. in Construction Technology. He returned to school part-time and earned a B.S. in Environmental Engineering in 1997. Mr. Lane received his P.E. License in 2003. Since 1997, he has served as a Project Engineer for a number of private and public projects, including educational facilities and municipal projects. Mr. Lane also has experience in permitting for stormwater collection systems, potable water, and sanitary sewer systems, inclusive of data collection and submittal packages for approval.

PAST PERFORMANCE

- **Oakland Avenue Roundabout (at Oakland Avenue, Old Highway 50, & J.W. Jones Road) (FDOT LAP)**
  The intersection safety improvement project involved the realignment of several roads into a four-point, roundabout intersection. This Orange County LAP project included realignment of a trail to accommodate the roundabout and new developments. Also included signal improvements and retiming, significant right-of-way acquisitions, and utilities relocation coordination.

- **Manatee Cove Elementary**
  Project included a new ±1,300 LF roadway designed as a two-lane road and an existing road that was extended. Both roadways have pedestrian sidewalks and independent stormwater systems (SJRWMD–ERP). Right and left turn lanes were added and designed to FDOT design standards.

- **Trotwood Park Phase I Improvements**
  Project included planning, design, permitting, bid services, and CEI services for construction of a splash pad water feature and all associated appurtenances, including a pump room, in-ground return water tank, extension of electrical service, water service, and gravity sewer lines, additional sidewalks, paved parking lot, renovation of existing restroom building, and design of four tennis courts and two basketball courts.

CLINT T. IANNOTTI | CEI/CONSTRUCTABILITY REVIEW

26 TOTAL YEARS | 24 YEARS AT FIRM

Mr. Iannotti serves the firm of CPH as Project Coordinator. He has been with CPH since 1999. He has been involved with municipal design and construction. His work consists of computer-aided drafting, project inspection, and construction administration of projects for municipal and private clients. Mr. Iannotti has 26 years of experience working with municipal and private clients. He often serves as Project Coordinator that includes attending weekly progress meetings, utility coordination meetings, and construction administration.

PAST PERFORMANCE

- **Belle Terre Parkway Four-Laning**
  CPH provided complete transportation planning and design services, that consisted of reconstructing approximately 4.1 miles of an existing two-lane rural road to a four-lane divided urban roadway with four, 12-ft travel lanes and two, 4-ft bicycle lanes.

- **City of Palm Coast – Citation Parkway Improvements**
  Included a realignment and extension of roads by elimination of an intersection; replacement of a culvert-bridge; intersection improvements to include the addition of turn lanes; drainage and utility design; multi-use path/passive linear park; and a temporary pedestrian crossing and path.

- **FDOT I-4 Ultimate Project: City of Orlando**
  CPH is serving as the City of Orlando's representative for reviewing and approving all relocation plans and specifications prepared by SGL's design team. Responsible for shop drawing review and approval, permit review, review of all supporting documents and as-builts, reply to RFIs, working with SGL to provide solutions to any conflicts during construction, and providing full-time CEI services.

KENT BOULICAULT, P.E. (SAI) | STORMWATER ENGINEER

30+ TOTAL YEARS | 22 YEARS AT FIRM

Kent has over 30 years of experience addressing stormwater and environmental issues at the local, state, and federal regulatory levels. His experience includes projects of varying size and complexity for stormwater management, drainage design, environmental assessment, and site restoration. His expertise in stormwater management projects includes watershed management plan development, FEMA floodplain/ floodway revisions, as well as flooding, water quality, and erosion mitigation design including emergency scenarios. He has been personally responsible for extensive drainage inventories, infrastructure and model data geodatabase development, complex H&H modeling, water quality and pollutant loading analyses, secondary drainage system analyses, design development, cost estimation, and project prioritization. Kent also serves as SAI's QC Officer, responsible for developing QC plans, establishing QC teams, and enforcing QC protocols.

PAST PERFORMANCE

- **FEMA Map Revision Model Reviews (Nationwide)**
  SAI provides ongoing reviews of H&H models for FEMA map revision applications under a RiskMap PTS contract with FEMA. Kent serves as the overall contract lead for executing these efforts. The reviews include a detailed evaluation of modeling approach, parameterization, model results, proposed mapping revision, and compliance with FEMA requirements.

- **Midway Regional Stormwater Facility (Seminole County, FL)**
  Kent was responsible for the design of a regional stormwater facility to address localized flooding and reduce pollutant loads to Lake Monroe (a TMDL water body). The design included a series of four treatment ponds at a former contaminated IFAS site and involved H&H modeling and pollutant load reduction analyses. Capacity (both flow attenuation and water quality treatment) was calculated for future incorporation of a recreation facility around the stormwater ponds as well as other improvements in the area. Kent assisted in securing $1.8M in grant funding for the construction of this project. Subsequent to the construction of the RSF, SAI provided ongoing additional design services.

RICHARD P. MCCORMICK, P.G.(GEC) | GEOLOGIST

31 TOTAL YEARS | 17 YEARS AT FIRM

Rich McCormick has 31 years of experience performing environmental and geological services on public infrastructure and private development projects. Rich has provided numerous Level 1 Contamination Screening Evaluation Reports (CSERs) and Level 2 Contamination Impact Assessments (CIAs) for major highway and rail projects in Central Florida. He has extensive experience in field sampling of soil and groundwater in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs).

PAST PERFORMANCE

- **SR 600 from Emmett Street to North Charles Street Drainage Improvements**
  Volusia County, Florida. Senior Geologist for the proposed drainage improvements along SR 600 and North Charles Street in Daytona Beach to accommodate capacity improvements to the stormwater system. Rich performed the Level 1 Contamination Screening Evaluation Report (CSER), identifying 18 Medium and High-Risk Sites. Level 2 Assessments were performed for four of those sites, resulting in no impacts being found that could affect construction activities.

- **SR A1A Reconstruction and Storm Protection**
  Flagler County, Florida. In 2016, Hurricane Matthew, packing 90 mph winds, grazed the east coast of Florida. The storm took out chunks of the SR A1A roadway, in uneven swaths up to half the roadway width, for a distance of 1.4 miles in the city of Flagler Beach, Florida. The new design will protect the roadway from major storms, while rebuilding the natural coastal dune, by burying a concrete retaining wall beneath the sand. Rich was the Senior Geologist for Level 1 and Level 2 contamination evaluations for this project. Groundwater contamination was identified and confirmed within the study area.

CHRISTOPHER P. MEYER, P.E.(GEC) | GEOTECHNICAL ENGINEER

32 TOTAL YEARS | 20 YEARS AT FIRM

Chris Meyer has 32 years of experience in geotechnical engineering in the Central Florida area. Chris has performed extensive geotechnical engineering services for infrastructure-related public works projects for LYNX Central Florida Regional Transportation Authority, Central Florida Expressway Authority (CFX), Florida Department of Transportation (FDOT) and many Cities and Counties. Chris has managed numerous geotechnical investigations for private commercial developments, stormwater drainage projects and distressed structures due to potential sinkhole activity.

PAST PERFORMANCE

- **City of Orlando Continuing Geotechnical and Materials Testing Services Contract, Orange County, Florida.**
  Geotechnical Task Manager for GEC's currently held continuing services contract providing specialized engineering support for the City that includes foundation design, construction support, settlement estimating, structures, roadways, drainage systems, construction materials testing services and hydrogeological engineering.

- **Toho Water Authority (TWA) Continuing Services for Geotechnical Engineering and Construction Materials Testing Services, Osceola County. Florida**
  Chris is the Geotechnical Services Manager for on-call assignments that include projects for utilities design for force mains, lift stations, distribution systems and water/wastewater treatment plant design in Osceola County.

KEY PERSONNEL LICENSES

NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP

THE DESIGN-BUILD INSTITUTE OF AMERICA

has conferred upon

NIKHEL JINDAL

the designation of

ASSOCIATE DBIA™

for fulfilling the program requirements of the Designated Design-Build Professional™ program.

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ENVISION

NIKHEL JINDAL

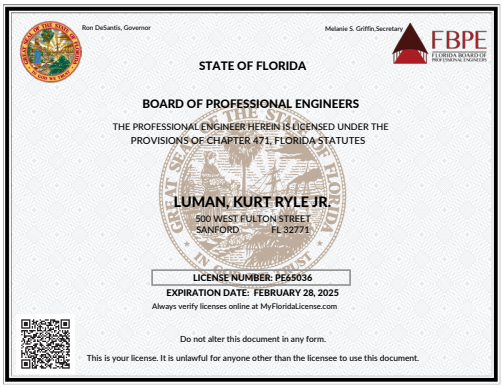
ENVISION SUSTAINABILITY PROFESSIONAL

Sep 29, 2020

Sep 29, 2023

Institute for Sustainable Infrastructure

KURT R. LUMAN, JR., P.E.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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LUMAN, KURT RYLE JR.

500 WEST FULTON STREET
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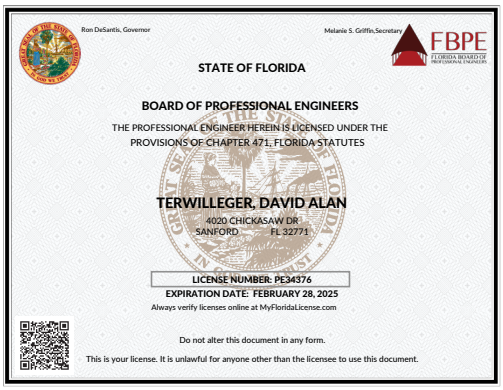
DAVID A. TERWILLEGER, P.E., CGC



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TERWILLEGER, DAVID ALAN

4020 CHICKASAW DR
SANFORD FL 32771

LICENSE NUMBER: PE34376

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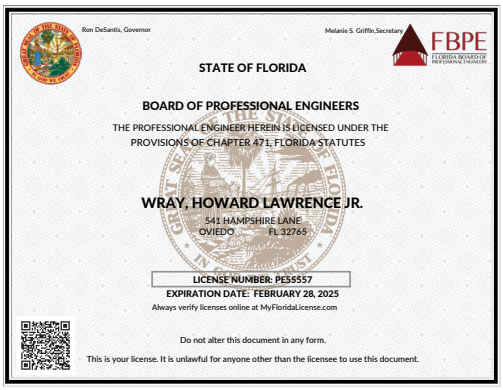
H. LARRY WRAY, P.E., CFM



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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WRAY, HOWARD LAWRENCE JR.

541 HAMPSHIRE LANE
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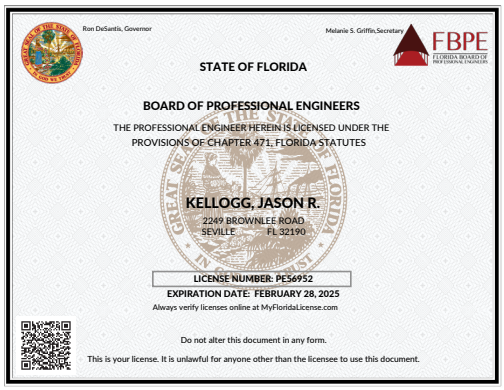
JASON R. KELLOGG, P.E.



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KELLOGG, JASON R.

2249 BROWNLEE ROAD
SEVILLE FL 32190

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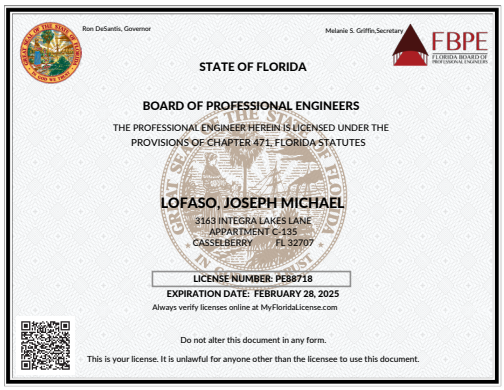
JOSEPH M. LOFASO, JR., P.E.



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LOFASO, JOSEPH MICHAEL

3163 INTEGRA LAKES LANE
APPARTMENT C-135
CASSELBERRY FL 32707

LICENSE NUMBER: PE88718

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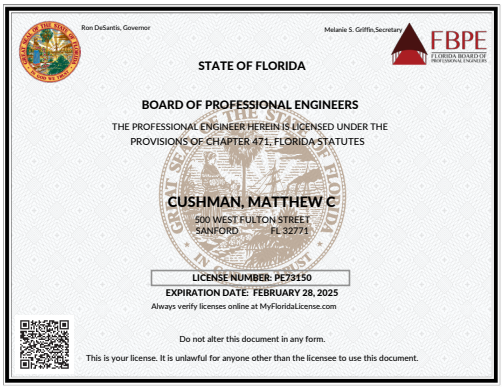
MATTHEW CUSHMAN, P.E.



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CUSHMAN, MATTHEW C

500 WEST FULTON STREET
SANFORD FL 32771

LICENSE NUMBER: PE73150

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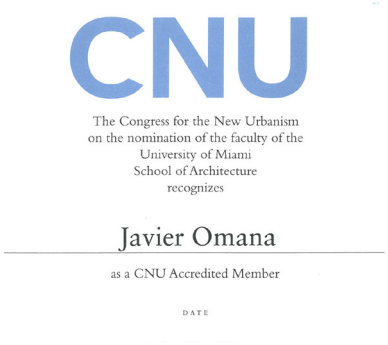
JAVIER E. OMANA, CNU-A



CNU

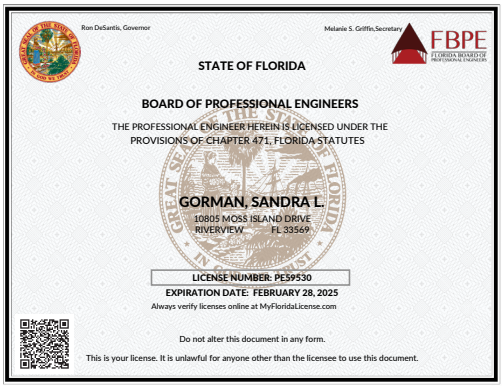
The Congress for the New Urbanism
on the nomination of the faculty of the
University of Miami
School of Architecture
recognizes

Javier Omana

as a CNU Accredited Member

DATE

SANDRA L. GORMAN, P.E.



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GORMAN, SANDRA L.

10805 MOSS ISLAND DRIVE
RIVERVIEW FL 33569

LICENSE NUMBER: PE59530

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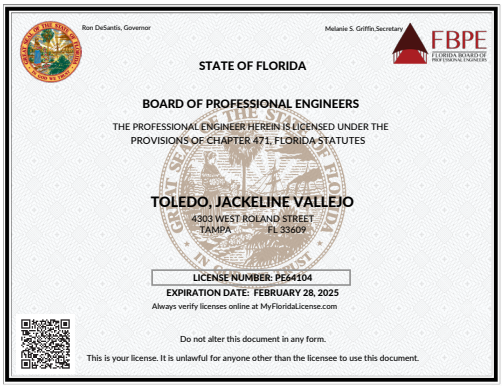
JACKELINE V. TOLEDO, P.E.



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TOLEDO, JACKELINE VALLEJO

4303 WEST ROLAND STREET
TAMPA FL 33609

LICENSE NUMBER: PE64104

EXPIRATION DATE: FEBRUARY 28, 2025

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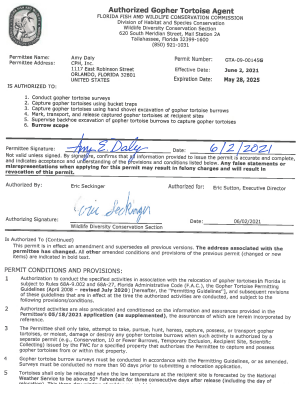
AMY E. DALY, LEED AP



Authorized Gopher Tortoise Agent

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 922-1231

Permittee Name: Amy Daly
Permittee Address: CPH, Inc
631 East Robinson Street
ORLANDO, FLORIDA 32801
UNITED STATES

Permit Number: GTA-06-00145B
Effective Date: June 2, 2021
Expiration Date: May 28, 2025

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using backed traps
3. Capture gopher tortoises using hand-directed excavation of gopher tortoise burrows
4. Mark, transport, and release captured gopher tortoises at recipient sites
5. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
6. Burrow scope

Permittee Signature: Amy E Daly Date: 6/2/2021

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger Date: 06/02/2021

Wildlife Diversity Conservation Section

Is Authorized To (Continued)
This permit is in effect an amendment and supersedes all previous versions. **The address associated with the permittee has changed.** All other amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – **revised July 2020**) (hereafter, the "Permitting Guidelines"), and all applicable conditions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **08/18/2021 application (as supplemented)**, the assurances of which are herein incorporated by reference.
3. The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises (*Gopherus polyphemus*) or their burrows. Gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Forest Purposes, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
4. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
5. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Amy Daly

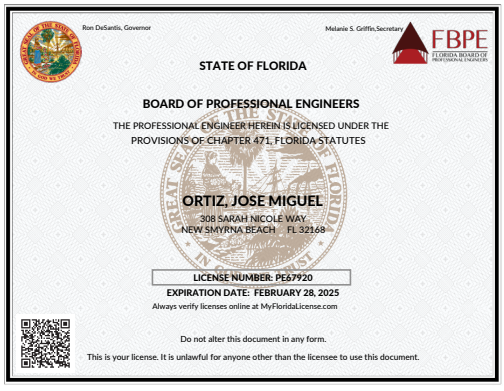
HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

June 29, 2009

JOSE M. ORTIZ, MCE, P.E.,S.E.



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ORTIZ, JOSE MIGUEL

308 SARAH NICOLE WAY
NEW SMYRNA BEACH FL 32168

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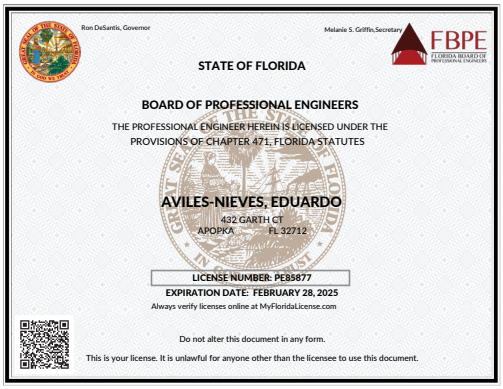
EDUARDO AVILES, P.E.



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AVILES-NIEVES, EDUARDO
432 GARTH CT
APOPKA FL 32712

LICENSE NUMBER: PE85877
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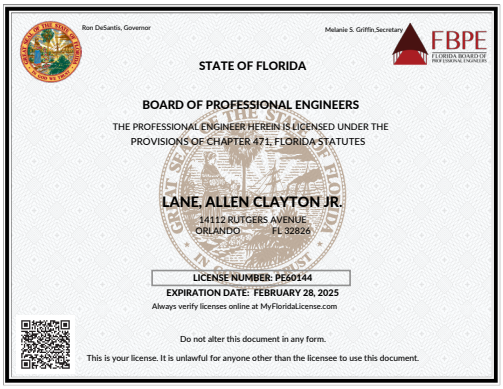
ALLEN C. LANE, P.E.



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Melanie S. Griffin, Secretary
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LANE, ALLEN CLAYTON JR.
14112 RUTGERS AVENUE
ORLANDO FL 32826

LICENSE NUMBER: PE60144
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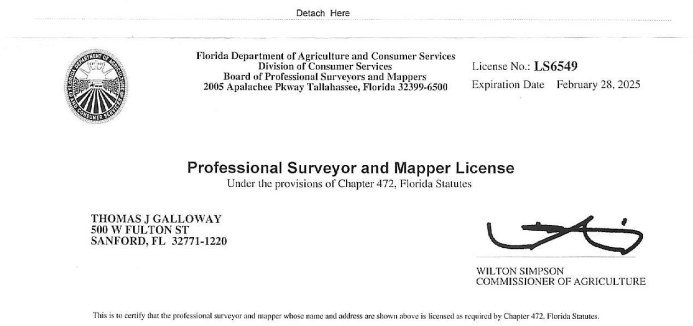
THOMAS J. GALLOWAY, PSM



Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6549
Expiration Date February 28, 2025

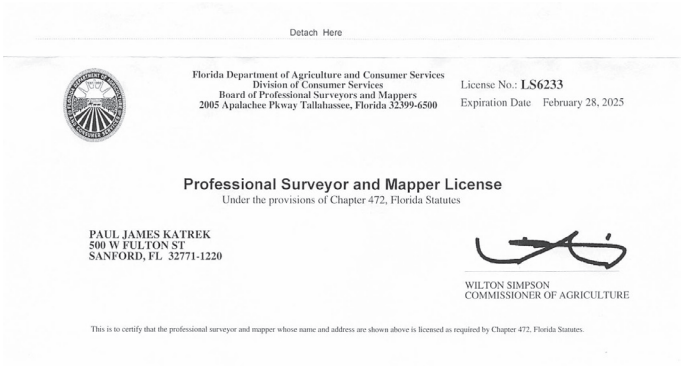
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

THOMAS J GALLOWAY
500 W FULTON ST
SANFORD, FL 32771-1220

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

PAUL J. KATREK, PSM



Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6233
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

PAUL JAMES KATREK
500 W FULTON ST
SANFORD, FL 32771-1220

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

CLINT T. IANNOTTI

FDOT

CERTIFICATE OF QUALIFICATION

Clinton Iannotti

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 2

03/10/2022	03/10/2027	3010696
Valid from	Expires	Certificate No.

Provider: A&SW Consultants, Inc.

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP

FDOT

CERTIFICATE OF QUALIFICATION

Clinton Iannotti

Has met the requirements for the Florida Department of Transportation qualification on:

QC Manager

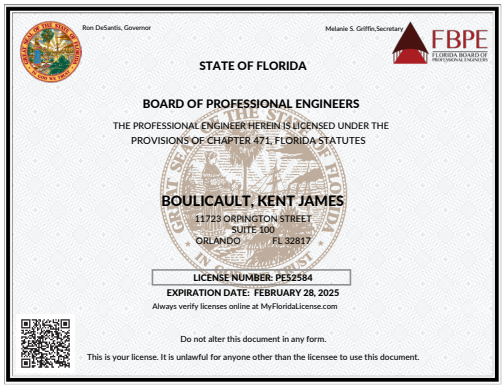
10/25/2013	01/01/2099	3010742
Valid from	Expires	Certificate No.

Provider: CTQP Provider

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP

KENT BOULICAULT, P.E. (SAI)



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BOULICAULT, KENT JAMES
11723 ORPINGTON STREET
SUITE 100
ORLANDO FL 32817

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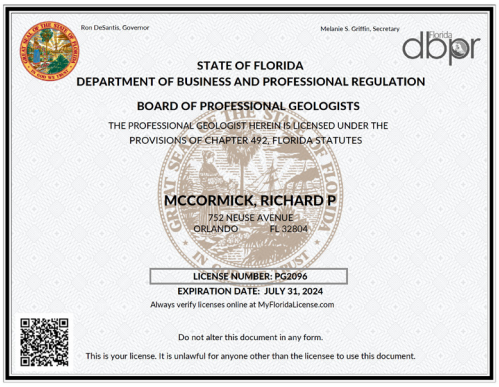
RICHARD P. MCCORMICK, P.G.(GEC)



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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

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MCCORMICK, RICHARD P
752 NEUSE AVENUE
ORLANDO FL 32804

LICENSE NUMBER: PG2096
EXPIRATION DATE: JULY 31, 2024
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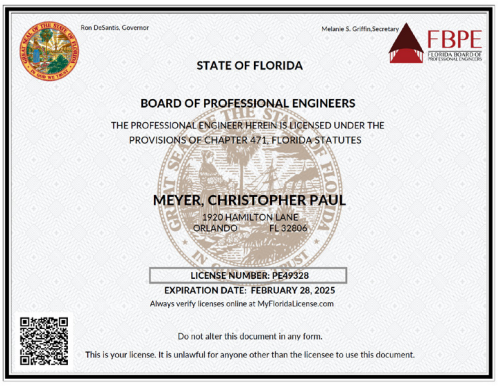
CHRISTOPHER P. MEYER, P.E.(GEC)



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Melanie S. Griffin, Secretary

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MEYER, CHRISTOPHER PAUL
1920 HAMILTON LANE
ORLANDO FL 32806

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D. QUALITY OF INNOVATIVE APPROACH **AND VALUE-ADDED SERVICES**

SCHEDULING

In today's environment, it is imperative to finish projects on time in order to realize the planned revenue production capability of a facility being built for an owner. With the complexities of project finance and grant administration, the risks of delay have increased. To address such potential risk, CPH uses the latest project management tools effectively to identify potential project delays on a construction project at the earliest possible time before they are insurmountable. We use the critical path schedules persuasively and reliably to measure and quantify project delays, with a sound technical foundation. Our professionals understand the concept of the longest path, float ownership, and concurrent delay. Through the use of CPM scheduling software, we use the project schedule as an effective tool to work with the contractor in order to identify and quantify any potential delays, assign responsibility, and implement a recovery plan to complete the project. We are accustomed to working with contractors using a variety of approaches to identify and measure delay and the impact on the project schedule. This protects our clients from undue delays resulting from poor schedule analysis. Our proactive handling of scheduling issues is designed to ensure early identification and quantification of delay and implementation of best practices to avoid or minimize delay to allow the project to be completed on time.

COST CONTROL

Our engineering services are carefully budgeted at the beginning of the project. We attempt to divide the job into its various tasks and estimate amounts of labor and expenses needed for each. We have an in-house job computerized cost control system capable of providing the Project Manager with current job costs as obtained through entry of weekly time sheets. The original budget is used as a guide to determine progress and efficiency by checking hours expended versus hours budgeted. The budget is also used to plan the needed level of manpower to complete the job on time.

As the job develops, we request input from suppliers and contractors, asking them to review our plans to help ensure that the job is being done economically. We also check with several suppliers to make sure the drawings and specifications are not proprietary and that they can be bid by multiple suppliers. Additionally, we look for ways as we know our clients do to make sure the contractor's responsibilities are clear so that he does not have to build into his pricing, extra costs for unknown matters.

We have included the chart below that demonstrates our ability to complete projects on time and within budget.

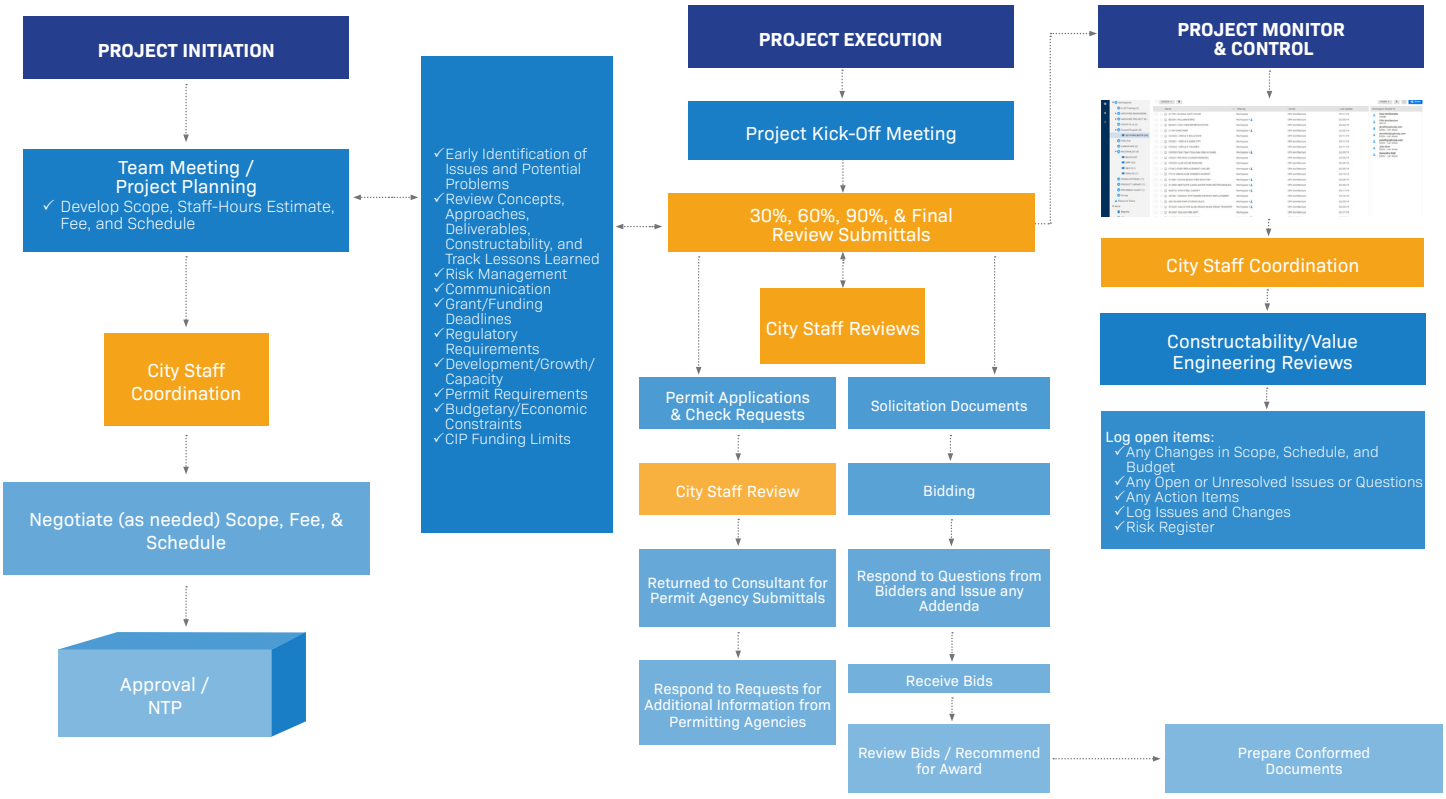
PROJECT NAME	ORIGINAL COST	FINAL COST	ORIGINAL COMPLETION DATE	FINAL COMPLETION DATE
Orlando Sanford International Airport Terminal Expansion	Design: $267,350 Construction: $60.4 Million	Design: $267,350 Construction: $63 Million	Design: 01/2018 Construction: 03/2021	Design: 01/2018 Construction: 03/2021
Monroe County Fire Station - Cudjoe Key	Design: $267,350 Construction: $4 Million (Est.)	Design: $267,350 Construction: $4 Million	Design: 2018 Construction: 03/2021	Design: 2018 Construction: 03/2021
Town of Oakland Roundabout (joint project with Orange County & FDOT LAP)	Design: $456,669 Construction: $2,921,902	Design: $456,669 Construction: $2,972,740	Design: 05/2018 Construction: 10/2023 (Est.)	Design: 08/2021 Construction: 08/2023
Lake Kathryn Circle Complete Street Improvements - Casselberry	Design: $524,575 Construction: $3,726,734	Design: $524,575 Construction: $3,631,917	Design: 06/2019 Construction: 08/2023	Design: 10/2020 Construction: 08/2023
SR 429 (Wekiva Pkwy Section 7A) Utility Relocations	Design: $167,417 Construction: $10,530,107	Design: $167,417 Construction: $10,530,107	Design: 8/2017 Construction: 3/2022	Design: 8/2017 Construction: 3/2022

APPROACH TO PROJECT

CPH's approach to providing services to the City of Port Orange will be a collaborative effort between the consultant team, City staff, departments, officials, and the public. Excellent communication protocols will be established between all parties to develop an understanding of the City's goals and budget to assist in the development of specific scopes and schedules to complete projects assigned through the continuing services contract. Critical attention will be focused on the planning, conceptual design, implementation, maintenance, quality assurance, communication, and management of each assignment assuring that completed projects exceed expectations.

CPH understands that the City of Port Orange is seeking a qualified consulting firm to provide on-going professional engineering services for continuing contracts. CPH will provide the City with unmatched expertise and resources for projects under this contract. CPH can provide the City with services required for the Planning and Feasibility Studies, Survey, Environmental, Design, Permitting, Construction Engineering Inspection, Plan Review, Grant Support, and other support services, etc. as needed by the City. Our resumes and the professional histories of the various team members clearly demonstrate a vast and broad background of experience which will be effectively applied to the City's benefit. CPH is highly qualified to provide continuing services for the City's projects.

The following outlines our past successful approach that has been implemented on services projects. Each project is unique, and this approach would be refined per project requirements.



PHASE I – INITIATION

- Initial Request – The City provides CPH with a request for professional services for a specific project.
- Project Team Assembled – Based upon project requirements, the Project Manager will assemble the appropriate professional disciplines and staff.
- Proposal Meeting – The project manager will schedule a Proposal Meeting to meet City staff to review the project scope of work, goals, design criteria, and constraints.
- Definition of Scope and Notice to Proceed – Based upon the information gathered during the proposal meeting, a defined scope of work and proposal with a time and fee schedule will be prepared. This proposal will be submitted to the City for review, comment, and execution. Work will begin immediately upon a written notice to proceed.

PHASE II – ANALYSIS AND DUE DILIGENCE

- Collected Data – Review and study the collected drawings and documents supplied by the City and others for incorporation into the design process.
- Codes and Standards – Review and study related jurisdictional codes and standards as they pertain to the project classification.
- Site Survey – Pursuant to project requirements, obtain boundary and/or topographic survey information and prepare a survey based on State Plane, NAD 83, and vertical coordinates based on NGVD.
- Utilities – Obtain utility services information for inclusion on the site survey drawing.
- Tree Survey – Obtain tree survey information when required.
- Wetlands – Establish and survey jurisdictional wetland boundaries when required.
- Soils Analysis – Review and study available soils maps and data.
- Hydrology Study – Prepare existing condition hydrology study when required.
- Environmental Impact Study – Prepare phase 1 Environmental Impact Study when required.
- Space/Needs Analysis – Meet with City staff to determine space/needs requirements for building improvements and prepare a written report for review and comment.
- Program Development – Meet with City staff and other interested parties such as athletic associations or leagues, user groups, seniors, etc. to gather and prioritize project program elements.
- Site Analysis Documents – Prepare drawings and/or reports summarizing the investigative findings.
- Presentation – The Site Analysis Documents, Space/Needs Analysis and/or Program Development priority list will be submitted and presented to the City of Port Orange for review and comment.

PHASE III – CONCEPTUAL DESIGN SERVICES

- Based upon the City's response to the presentation element, CPH will prepare design concepts for the proposed project.
- Based on the City's comments and input from any required public meetings, CPH will prepare a final conceptual plan for acceptance by the City.

PHASE IV – DESIGN DEVELOPMENT

- Based on the approved conceptual design, CPH will prepare project drawings and documents that will be approximately 60% complete. Drawings will be as required by the project type and may include, architectural, structural, civil, mechanical, electrical, plumbing, and/or landscape packages. CPH will compile a Project Status Report, based on the accomplishments of the preliminary services. The drawings will be submitted to the City for review and comment.
- When appropriate to the project, CPH will prepare a drawing indicating soil boring locations for geotechnical testing. This information will be submitted with the preliminary plan for review and authorization to proceed with geotechnical testing.
- CPH will customize our construction cost-estimating documents for the project and will prepare a preliminary cost estimate. The cost documents will be used throughout the project to monitor construction cost and to attach costs to various alternatives.
- CPH will meet with the necessary regulatory agencies and conduct a "pre-submittal" presentation. The project alternatives will be presented and we will gain knowledge of the agencies' concerns and expectations.
- CPH will prepare and submit a preliminary technical specifications package based on the 60% package.

PHASE V – CONSTRUCTION DOCUMENTS SERVICES

- CPH will incorporate comments obtained from the City's review, the public involvement process, our internal review, and regulatory agencies into the project design to finalize the construction drawings.
- CPH will refine the design and the Project Status Report will be revised to include progress of the project and delineate issues of concern, and decisions that need to be made.
- The cost estimate will be updated and revised to reflect changes to the plan.
- A permitting package will be prepared and sent to all of the regulatory agencies. Meetings will be conducted with the regulatory agencies and their comments will be addressed and incorporated into the drawings.
- 90% construction drawings, specifications and cost estimate, will be submitted to the City for a second review.
- Upon approval of the 90% per construction documents and receipt of the comments from the City, the public, our internal review and the regulatory agencies, the 100% construction documents will be finalized and submitted to the City for bidding.
- The cost estimate will be updated based on unit price bid quantities.

PHASE VI – BIDDING SERVICES

- CPH will assist the City in preparing bid advertisements and packages.
- CPH will provide the City with the interpretation of the intent of the construction documents throughout the bidding process. All responses to questions will be recorded in writing and distributed to the City and prospective bidders.
- During the bid process, if requested by the City, a pre-bid meeting will be conducted with prospective bidders to receive questions and comments. CPH will respond to all questions and comments in writing via the issuance of an addendum.
- CPH will revise the bid documents and prepare bid addenda as required.
- CPH will be present for the bid opening and will assist the City in evaluating all bids submitted, including compliance with the construction documents, project budget, ability of the contractor to perform the work, etc.
- Based on the review of the bids and contractor qualifications, CPH will recommend the lowest qualified bidder to the City.

PHASE VII – CONSTRUCTION ADMINISTRATION SERVICES

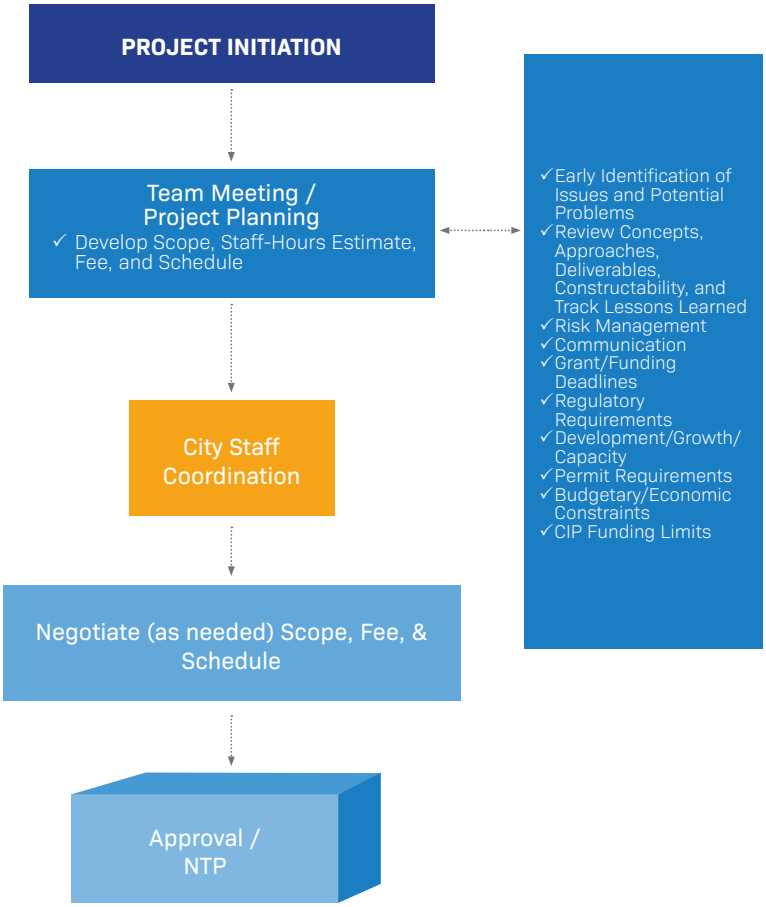
During construction, CPH can provide construction administration services to represent the City as its Contract Administrator for projects as agreed upon with the City of Port Orange. Specific services typically include:

- The interpretation of drawings and specifications and issuance of instructions to the contractor performing the work.
- The review and approval of contractor's submittals.
- Periodic construction reports, based upon site inspections. Construction observation forms will be completed by the CPH representatives and will be included in the reports. Issues of special concern will be promptly identified and the Project Manager and the City will be notified. The frequency of inspections will be based on project requirements and determined in the scope of work specific to each project.
- Issue field directives, respond to contractor's request for information (RFI), issue supplementary instructions and clarifications, and negotiate change orders as required.
- Review monthly contractor pay requests and supporting data based on field observation visits, review of test results, and contractors performance, and recommend approval or disapproval to the City. Record construction drawings will also be reviewed with pay requests to insure the contractor is keeping up with recording modifications to the drawings.
- Make a substantial completion inspection and develop a punch list of items that the contractor is to complete in order to receive final payment.
- Make a final inspection to ensure the punch list items have been completed to the satisfaction of the City.
- Upon the successful completion of the punch list items by the contractor, CPH team members will review the final pay request and support data for recommendation to the City.
- CPH will receive the record construction drawings from the contractor and incorporate the information provided into record as-built drawings.
- CPH will conduct a warranty inspection after 11 months from final acceptance of the project, and submit a written report and/or punch list of items needing attention.

INNOVATION/COST SAVINGS IDEAS

Innovative & Cost Savings Ideas – It is our goal to provide the City of Port Orange with the safest, longest lasting improvements, within budget by eliminating excessive right-of-way impacts, excessive drainage, unnecessary utility relocations, and extensive, drawn-out permitting. CPH will provide the most economical design and meet project requirements within the specified schedule. Below is an extensive list of innovative and cost saving ideas, some of which have been recently used on similar projects:

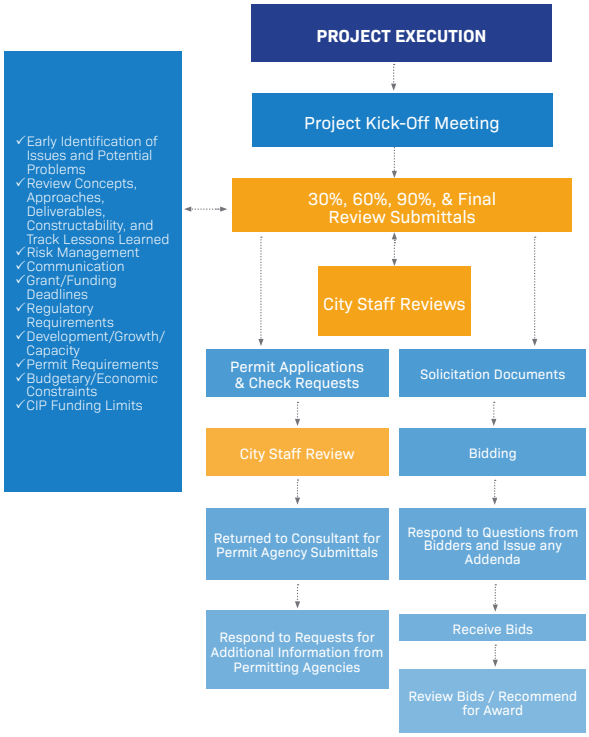
- ✓ Reduce Through-Lane Widths to 11 ft (depending on road classification)
- ✓ Reduce Auxiliary-Lane Widths to 10 ft (depending on road classification)
- ✓ Evaluate right-of-way needs and costs early-on and continuously
- ✓ Vary typical section to maximize use of existing R/W
- ✓ Review and analyze multiple alignments and typical sections for every project
- ✓ Pursue design variations to avoid right-of-way acquisitions
- ✓ Obtain R/W and easement donations through a "Value in Exchange" approach
- ✓ Expand and continue use of joint-use ponds with adjacent developments and FDOT
- ✓ Re-grade pond side-slopes of existing ponds to increase capacity
- ✓ Review and maximize use of existing drainage infrastructure
- ✓ Investigate utilizing portions of existing sidewalk that have been maintained and are in good condition
- ✓ Tailor proposed profile & alignment to maximize use of existing roadway through milling, overbuilding, & resurfacing
- ✓ Review if full-depth reclamation (FDR) is appropriate to reduce construction duration
- ✓ Utilize state-of-the-art surveying techniques including 3D laser scanning to minimize survey costs
- ✓ Utilize 3D design software to avoid utility conflicts during construction
- ✓ Utilize 3D design software to provide ADA details to avoid constructability issues during construction
- ✓ Utilize CPH's extensive database of existing cities and county utilities dating back to the 1960s
- ✓ Utilize established relationships and experiences to streamline any potential R/W acquisitions
- ✓ Perform a due-diligence assessment as part of every project to knowledgeably advise the City of all potential cost and/or time savings opportunities.
- ✓ Submit simplified project memorandums in lieu of formal reports
- ✓ Use our thorough understanding of SJRWMD rules to pursue permit exemptions
- ✓ Use permeable asphalt and pervious concrete to reduce pond sizes



MANAGING BUDGETS, RISKS, SCHEDULES, AND EXPECTATIONS

The key to successful management of continuing contracts and projects, is to ensure that project challenges and risks are identified early, and a plan is developed to ensure the City's goals are achieved. CPH has developed a process in which when our clients notify us about a potential project, our Program Manager and any lead project engineer perform upfront due diligence. This includes performing a field visit to understand the project, limitations, opportunities, the overall area, etc. From this visit, we then brainstorm ideas for possible solutions, as well as a risk register that outlines concerns that may affect the project's schedule and budget. This register is then presented, along with our preliminary findings from the field as well as any desktop data we may be able to obtain to the City's PM in a preliminary discussion about how to approach the project. From this meeting, the team then defines and creates a scope of services and man-hours. This extra legwork by the CPH team, saves our clients time and money, as well as minimizes scope creep. This process allows us to begin with cost savings in mind even before a notice to proceed is ever issued, and makes sure our expectations of project outcomes are inline with the City.

As we continue throughout the design, the risk register is updated for the project. This could include new additions such as funding deadlines, community concerns, etc. or a verification that an item has been "solved". Throughout the life of the project, our team will communicate these items to the City, to help the City understand what and how items impact the projects cost and schedule. Each risk is given a priority level in relation to its effect on the project, and as any major risk is identified our team will immediately coordinate with the City. This could be something such as an environmental or geotechnical/soils concern from any preliminary data gathering, to feedback from the community that may affect the proposed design option such as the need for easements. This level of coordination is tracked through our internal project management programs and sheets.



QUALITY CONTROL/QUALITY ASSURANCE

CPH has an established corporate culture that places emphasis on quality control and assurance for our clients. The firm and team members are dedicated to this process and incorporation of good design and construction practices from the inception of projects. CPH's corporate quality initiatives include developing a quality control/assurance standardization committee; benchmark reviews by experienced, qualified technical personnel; and means and methods quality reviews by licensed general and utility contractors. The team routinely meets with clients to conduct completed project reviews to evaluate team performance and identify opportunities to enhance service.

CPH's established corporate culture is instilled in every team member and requires that the staff act as an extension of our clients staffing, providing them with services that are on time, within budget, cost effective, and of the highest level of quality. CPH has Standard Operating Procedures (SOP) for all of our major programs (transportation, infrastructure, utilities, stormwater, commercial, residential, and municipal) that include project management techniques, cost estimating, design alternative reviews, subconsultant design reviews, and client communication requirements.

FOUR-LEVEL QUALITY CONTROL REVIEW SYSTEM

CPH's quality control system is separated into four distinct levels described as follows:

Project Manager QA/QC Review: CPH project managers are trained to review all documentation, including information received from the client, other agencies, subconsultants, and internal drawings and specifications. This is the first step in assuring accurate information and proper project design. The project manager is responsible for reviewing the project for accuracy and required changes.

Technical Review Committee Member QA/QC Review: Throughout the design phase, starting from inception, CPH provides one to two team members that will work with the project manager and designer to review areas of concern and offer additional technical expertise. This person is not involved in the daily design facets, but is kept up-to-date through the use of monthly design updates. The technical review committee provides a quality check various design options, plans, and other construction documents at the 30%, 60%, 90%, and 100% completion intervals.

"Full Field" of QA/QC Review: At the 30%, 60%, and 90% stages of the design, the project documentation and specifications are turned over to engineers from other fields to review alternative options and quality of plans. For example, an infrastructure project will be turned over to an independent engineer in our roadway or utility department. This provides a complete internal audit from personnel that have not been involved in the project and are seeing the project for the first time.

Contractor/Inspector QA/QC Review: In addition to architects/engineer and construction personnel, the team has the added value of having on-staff licensed general and utility contractors that can review projects from various perspectives. With experienced personnel that have provided construction services for over 30 years, we are able to review the project from a constructibility and/or mean and methods view point. In addition, the licensed on staff contractors review projects and provide "real-time" cost estimates throughout the duration of the project. This construction experience allows the team to view projects through the eyes of a contractor with the ability to identify intangible cost factors, elements such as restricted site conditions, specialized equipment requirements, excessive material and labor costs, impacts on schedules, etc. that may not be apparent to a designer.

E. FINANCIAL STABILITY/LITIGATION **AND DEBARMENT HISTORY**

FINANCIAL STATEMENT

CPH has provided a financial statement of the last fiscal year in a **seperate envelope labeled "Confidential,"** as requested.

LITIGATION STATEMENT

The following cases have all been settled:

Nailya Harnisch as Personal Representative of the Estate of Dennis J. Harnisch vs. Wal-Mart Stores East, LP, CPH, Inc. a/k/a CPH Engineers, Inc., and Sleiman Enterprises, Inc. Case No. 2020 CA 3252 Division: CV-C; Policy No. RDP0042906

Origination Date – August 2021 **Settlement Date - June 2022**

CPH was named in a suit along with Wal-Mart and Sleiman related to a pedestrian being hit by a vehicle while traversing a pedestrian crosswalk located in a Wal-Mart parking lot. The pedestrian passed away 6 days later. CPH designed the Wal-Mart parking lot and the suit alleges professional negligence. The suit was filed past the Statute of Limitations and we filed for dismissal. Further, the driver of the car was a Wal-Mart employee high on marijuana whose sole negligence was the cause of the accident.

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939

Origination Date – December 2014 **Settlement Date - November 2022**

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about 50 yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built 17 years ago and only had the problem 10 years after construction. CPH innvestigated the matter and a new pond was built in the area and the outfall of the storm system is not functioning correctly. We worked with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH didn't feel that we were liable on either of these counts.

TERMINATION OF CONTRACT

CPH has not been terminated or defaulted on any contract awarded by another government agency.

F. REFERENCES

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Ocoee

   Contact Person: Stephen Krug, Public Works Director

   City, State: Ocoee, FL

   Telephone Number: 407.905.3170

   Email Address: skrug@ci.ocoee.fl.us

   Description of goods/services provided: Ocoee Downtown Streets Redevelopment (transportation/traffic, streetscape)

   Contract Amount: $4,030,000 (est.)

   Start/End Date of Contract: 2018 - Ongoing

2. Company Name: City of Daytona Beach

   Contact Person: Jim Nelson, Jr., P.E.

   City, State: Daytona Beach, FL

   Telephone Number: 386.671.8613

   Email Address: nelsonj@codb.us

   Description of goods/services provided: Daytona Fremont Ave. Sidewalk Design (FDOT LAP sidewalk)

   Contract Amount: $425,000

   Start/End Date of Contract: 2016 - 2023

3. Company Name: City of DeLand

   Contact Person: Ray Bahrami, P.E., PMP, CPM, CFM

   City, State: DeLand. FL

   Telephone Number: 386.626.7189

   Email Address: Bahramir@deland.org

   Description of goods/services provided: Charles Paiva Greenway Trail Phase I and II (trail)

   Contract Amount: $1,307,504

   Start/End Date of Contract: 2007 - 2011

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Mike Melzer, P.E. - City of Orlando

   Phone: 407.246.3187

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 39

   Description of service: Orlando W. Central Blvd Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement, Design/Build

2. Contact Name: Mayor Art Woodruff - City of Sanford

   Phone: 407.688.5001

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 65

   Description of service: City of Sanford's Water Treatment Plant No. 2 - Disinfection By-Product Reduction Improvements

3. Contact Name: Michael Parker - Town of Oakland

   Phone: 407.656.0188

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 9

   Description of service: Town of Oakland Water System Improvements Project

This document must be completed and returned with your submittal.

HOURLY BILLING RATES

Effective: September 14, 2023

Category	Rate
Principal I	$360
Discipline Manager II	$335
Discipline Manager I	$290
Project Manager V	$310
Project Manager IV	$285
Project Manager III	$260
Project Manager II	$210
Project Manager I	$185
Manager II	$210
Manager I	$185
Engineer V	$285
Engineer IV	$260
Engineer III	$235
Engineer II	$210
Engineer I	$185
Architect V	$285
Architect IV	$260
Architect III	$235
Architect II	$210
Architect I	$185
Interior Designer	$145
Landscape Architect III	$210
Landscape Architect II	$185
Landscape Architect I	$160
Designer V	$200
Designer IV	$185
Designer III	$165
Designer II	$145
Designer I	$130
Scientist III	$210
Scientist II	$160
Scientist I	$135

Category	Rate
Coordinator III	$190
Coordinator II	$165
Coordinator I	$145
Planner III	$205
Planner II	$180
Planner I	$150
GIS Manager	$210
GIS Analyst III	$160
GIS Analyst II	$135
GIS Analyst I	$110
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$160
Analyst II	$145
Analyst I	$130
CADD III	$160
CADD II	$130
CADD I	$110
Administrative V	$170
Administrative IV	$130
Administrative III	$110
Administrative II	$100
Administrative I	$90
Project Administrator II	$170
Project Administrator I	$130
Intern II	$95
Intern I	$80
Graphic Designer III	$185
Graphic Designer II	$170
Graphic Designer I	$160

Category	Rate
Construction Manager II	$210
Construction Manager I	$190
Construction Rep III	$190
Construction Rep II	$170
Construction Rep I	$145
Surveyor III	$210
Surveyor II	$160
Surveyor I	$135
Crew Chief	$130
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

cph

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Seminole

I, Kurt R. Luman, Jr., being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Willis Towers Watson Insurance Services West, Inc. Company, under the terms of Policy Number WC7-641-44161-023 for a period from 7/01, 20 23 to 7/01, 20 24.

WITNESS:
By: Patricia Hunt
Company: CPH Consulting, LLC

CONTRACTOR:
By: Kurt R. Luman, Jr.
Company: CPH Consulting, LLC
Name/Title: Kurt R. Luman, Jr./Client Services Manager

STATE OF Florida
COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2023, by Kurt R. Luman, Jr. and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Patricia Hunt
Notary Public, State of

PATRICIA HUNT
Notary Public - State of Florida
Commission # HH 388829
My Comm. Expires Jul 13, 2027
Bonded through National Notary Assn.

Printed, typed or stamped name, commission and expiration:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2024

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : American Guarantee and Liability Insurance — 26247 INSURER D : Allied World Surplus Lines Insurance Compa — 24319 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W32356558 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC7-641-446161-063	12/31/2023	12/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Pollution			0313-8987	07/01/2023	07/01/2024	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

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

City of Port Orange is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of City of Port Orange with respects to Workers Compensation as permitted by law.

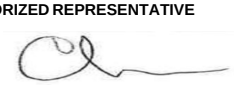
CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CPH Consulting, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

500 West Fulton Street

Requester's name and address (optional)

6 City, state, and ZIP code

Sanford, FL 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	0	6	8	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 9/5/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: CPH Consulting, LLC

Payment Remit to Name: CPH Consulting, LLC

Contact Name and Title: Melvin Rodriguez, Accounting Manager

Phone number: 407-322-6841 Email address: Melvin.Rodriguez@cphcorp.com

Taxpayer Identification Number (TIN): 59-2068806

Type of Commodity/Services: Engineering Services

Permanent Address:

Street Address: 500 West Fulton Street

City: Sanford State: FL Zip: 32771

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	J.P. Morgan Chase
Bank ACH Routing Number:	102001017
Bank Account Number:	555976755
Name on Bank Account:	CPH Consulting, LLC
Accounts Receivable Email:	Choll@cphcorp.com and Marylane.Miller@cphcorp.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CPH Consulting, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

500 West Fulton Street

6 City, state, and ZIP code

Sanford, FL 32771

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

5	9	-	2	0	6	8	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/5/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT # RFSQ 23-18

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Client Services Manager Date: 1-30-2024

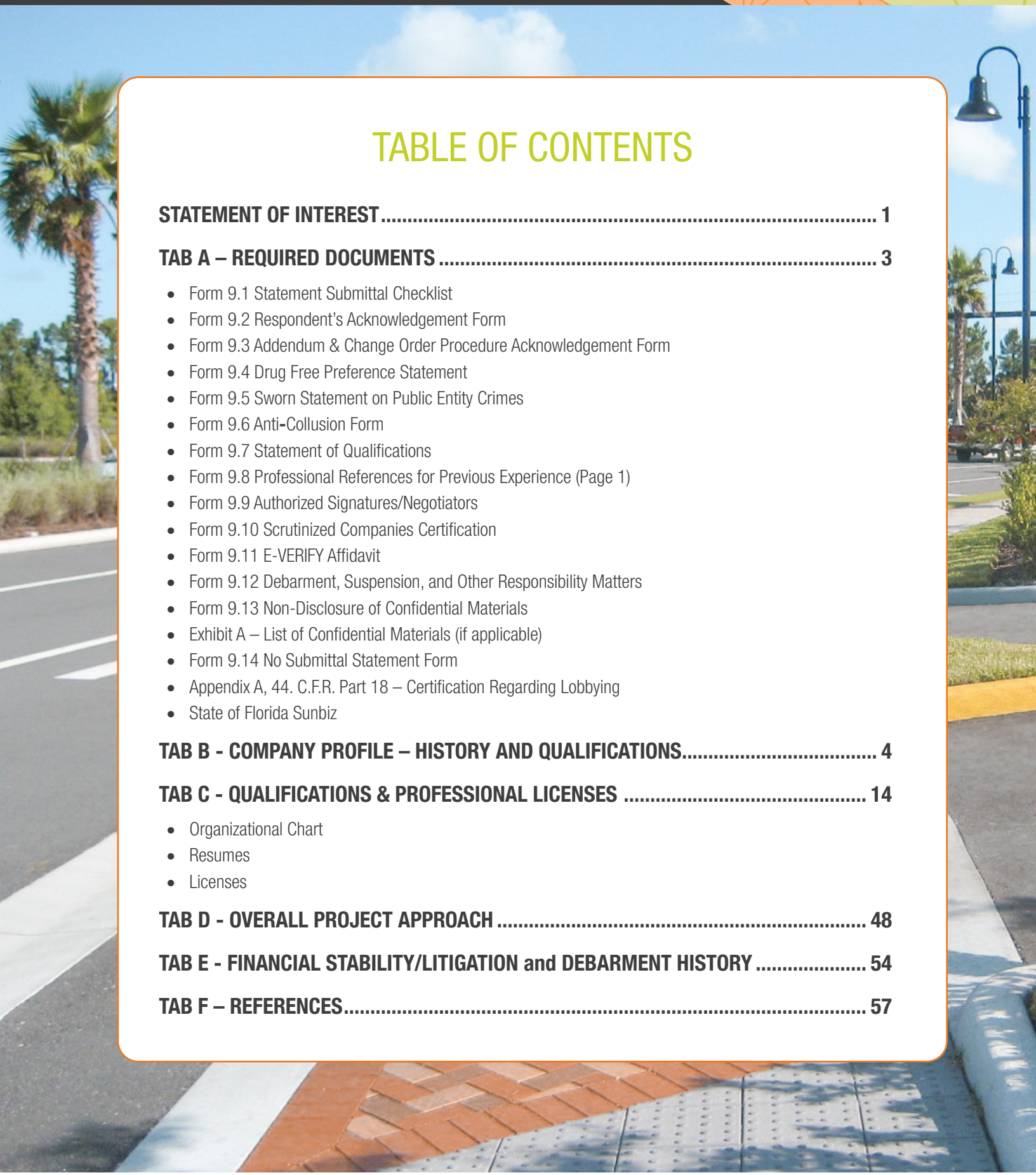
City of Port Orange

RFSQ #23-18 Professional Engineering Services

GMOC33048.2023

Kimley»Horn

Expect More. Experience Better.



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STATEMENT OF INTEREST

RFSQ #23-18 Professional Engineering Services

STATEMENT OF INTEREST

December 6, 2023

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

Project Manager
Brian Ashby, P.E.
407-427-1669 | Brian.Ashby@kimley-horn.com
Orlando Office

Deputy Project Manager
Emanuelle D. "Mani" Rodríguez Muñiz, P.E.
386.271.0273 | Emanuelle.Rodriguez@kimley-horn.com
Daytona Beach Office

Re: Professional Engineering Services; RFSQ #23-18

Dear Mr. Kent and Members of the Selection Committee:

As the City of Port Orange embarks upon its selection of firms for professional engineering services, **Kimley-Horn and Associates, Inc.** (Kimley-Horn) would like to express our sincere desire to serve the City in this critical role. For 56 years, Kimley-Horn has successfully designed and implemented efficient and cost-effective engineering solutions to communities throughout Florida.

Who We Are. Kimley-Horn is a multidisciplinary, full-service engineering and consulting firm with more than 120 offices and over 7,400 staff members nationwide. In Florida alone, there are more than 1,300 employees in 20 offices throughout the state. **Kimley-Horn's Orlando and Daytona offices will serve as the primary offices serving the City of Port Orange.** The offices have a combined staff of roughly 290 personnel, including professionals specializing in all aspects of municipal engineering. We have further complemented our team with experts from other Kimley-Horn offices in Florida and a variety of specialized subconsultants to help ensure that we are prepared to undertake any assignment that may be provided under RFSQ #23-18.

The Kimley-Horn Advantage

- 21 years of working with the City of Port Orange
- Responsive and reliable "go to" multidisciplinary firm
- Local project management team
- Outstanding client references
- Successful history of meeting schedule and budget
- Have provided more than $275 million in grants and outside finding

Experienced Project Manager and Talented Local Team. Kimley-Horn takes pride in demonstrating our commitment to quality and presenting our best employees to you. Your project manager, **Brian Ashby, P.E.**, has more than 13 years of experience. Brian has extensive experience in all aspects of municipal engineering, including utilities, site layout, grading, stormwater, and permitting. **As your project manager, he will be accessible and accountable to you and will ensure that the City receives the resources necessary to conduct an effective and well-coordinated plan of action for any assignment.** Brian will be supported by a dedicated team of skilled professionals who have worked on many projects together which are similar to those identified in your scope of services, including previous projects for the City of Port Orange. We are confident in our staff's ability to exceed the City's objectives and recognize the necessity of close coordination among all project team members. They will communicate regularly with City staff to ensure you'll always be aware of the progress, resolutions, and plans for overcoming any obstacles or potential impacts to project delivery schedules.

Additionally, another advantage that Kimley-Horn offers is our ability to assign the right support staff to each task. We can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or complicated, requiring numerous people and multiple disciplines.

Approach to Professional Engineering Services Contracts. Kimley-Horn is not a one-person team, but offers the City the best of both worlds—the resources of a large, nationally-ranked firm with the personal attention and response of a small dedicated professional team.

GMOC33048.2023

Our team possesses comprehensive skill-sets in our local offices that are easily accessible to you. Our full complement of in-house civil, utilities, environmental, transportation, structural, landscape architecture, roadway, and planning professionals, along with our subconsultant partners, can support any task we are assigned under this contract. This is crucial to our responsiveness to the City. If needed to meet an accelerated schedule, we have Kimley-Horn's statewide and national resources to draw from to meet the challenge. **We have supported the City on tight schedules previously and will continue to do so. As we have in the past, we will serve as an extension of your staff and be a trusted advisor for the City's benefit.**

Kimley-Horn Organizational Structure. What truly separates Kimley-Horn from the competition is that our team of consultants and design experts are in-house employees. Having extensive engineering, landscape architectural, planning, urban design, and experience in many other disciplines throughout Florida–particularly for similar-sized communities–our professionals are especially suited to serve the City of Port Orange. Our ability to provide a wide variety of professionals under a single management structure translates into a collaborative team that has varying perspectives, diverse experiences, and broad capabilities. With more than 1,300 employees in 20 offices statewide, we have established a reputation for excellence in a diverse range of consulting services throughout Florida. This enables us to serve you as a seamless extension of your staff. Regardless of the complexity of the project, our goal is to ensure that each task under your contract is complete, that it adequately and successfully addresses the issues raised by the City, and that it effectively provides direction and accessibility in content, as well as form.

We Continue to be Recognized. At Kimley-Horn, our commitment to client satisfaction is the foundation of our service. We deliver not only technical excellence, but timely service and quality plans. As a result, we continue to exceed client expectations. Our history of excellence is reflected in the recognition of our work with communities by several professional organizations. In 2023, *Engineering News-Record (ENR)* Ranked Kimley-Horn 9th overall and 5th among the Top 100 "*Pure Design Firms.*" Also, in 2023, Kimley-Horn was recognized as one of Fortune magazine's "100 Best Companies to Work For," marking our 16th appearance on this list. In addition, Kimley-Horn has been named to other notable award lists in the past year, including the FORTUNE Best Workplaces for Women™, FORTUNE Best Workplaces in Consulting and Professional Services™, Best Workplaces for Millennials™, and PEOPLE Companies that Care®. Much of our growth extends from the confidence and trust that clients have in us.

Committed to Serving the City of Port Orange. A firm is no greater than its reputation, and we understand that a strong commitment to client satisfaction must be the foundation of our service to you. We can undertake any challenge the City of Port Orange requires of us, and we have the experience, expertise, passion, and resources to work as a cohesive unit with the City to ensure projects are completed to your satisfaction. We understand first hand the difficulties and challenges that staff and the City face with limited budgets, aggressive schedules, and the need to deliver solutions that are reasonable and budget conscious for your residents. We pledge to continue to work with you to develop and share a vision for what is needed and then carry out technically sound solutions. We are confident that our significant experience, qualifications, reliability, and passion for providing high-quality, dependable advice and deliverables will continue to be a beneficial asset to the City of Port Orange. **We sincerely appreciate this opportunity to present our diverse qualifications and confirm our dedication to providing exceptional client service to the City. We look forward to continuing our strong working relationship with the City of Port Orange.**

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian Ashby, P.E.
Project Manager

Jonathan Martin, P.E.
Principal/Senior Associate

As a Senior Associate with Kimley-Horn, Jonathan Martin, P.E. is duly authorized to bind the firm.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY
Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY
Leffner, Nicholas J.
Hutton, Heather

BOSTON
Keegan, Katherine A.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA
CENTER CITY
Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH
Beaves, Adele M.

PRINCETON
Diggan, Tony W.
Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES
Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND
Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Durrenberger, Randal R.
Johnson, Miles R.
Mehta, Parag G.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE
Cowan, Eugene D.
Pollock, John A.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Landaal, Dennis J.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ullery, Megan R.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

CAROLINAS

CHARLESTON
Guy, Jonathan R.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Lewellyn, Earl R.

FORT MILL
Holcomb, John E.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Denney, Seth A.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Thompson, Erin K.

FLORIDA

BOCA-DELRAY
Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS
Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE
Towne, Christopher

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.

MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
Barr, Richard R.
DeVeau, Zachariah A.

TAMPA
Bulloch, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST SUBURBS
Fancler-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY
Kist, Matthew D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS
Gunderson, Eric J.
Heiberger, John R.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Reeverts, Canaan H.

LAS VEGAS
Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND
Belsick, Jody W.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Danielson, Paul B.
Williams, David S.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.

TEXAS

AUSTIN NORTH
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE STATION
Lucas, Michael D.

DALLAS
Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO
Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS
Ante, Louis N.

MCKINNEY
Morales, Hugo

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

TAB A

REQUIRED DOCUMENTS

RFSQ #23-18 Professional Engineering Services

TAB A – REQUIRED DOCUMENTS

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience (Page 1)
- Form 9.9 Authorized Signatures/Negotiators
- Form 9.10 Scrutinized Companies Certification
- Form 9.11 E-VERIFY Affidavit
- Form 9.12 Debarment, Suspension, and Other Responsibility Matters
- Form 9.13 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Form 9.14 No Submittal Statement Form
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

✓ Form 9.2 – Respondents Acknowledgement

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Public Entity Crimes Statement

✓ Form 9.6 – Anti-Collusion Form

✓ Form 9.7 – Statement of Qualifications

✓ Form 9.8 – Professional References for Previous Experience

✓ Form 9.9 – Authorized Signatures/Negotiators

✓ Form 9.10 – Scrutinized Companies Certification

✓ Form 9.11 – E-Verify Affidavit

✓ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

✓ Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

✓ Exhibit "A" – Description of Confidential Material

✓ Form 9.14 – No Submittal Statement Form

✓ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

✓ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

✓ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Kimley-Horn and Associates, Inc.
Name of Business

Jonathan Martin, P.E., Senior Vice President
Authorized Signature

11/27/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☑Exceptions (list below; add additional pages if necessary):

Please see attached.

Kimley-Horn and Associates, Inc.	200 South Orange Avenue, Suite 600
Name of Business	Mailing Address
Authorized Signature	Orlando, FL 32801
	City, State & Zip Code
Jonathan Martin, P.E., Senior Vice President	407-898-1511
Printed Name and Title	Telephone Number
56-0885615	Jonathan.Martin@kimley-horn.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this

27th day of November, 2023, by JONATHAN MARTIN, P.E. and who:

☑is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of FL

MYRTHA A. RODRIGUEZ VILLARREAL
Commission # HH 217963
Expires May 16, 2026

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

Kimley-Horn requests the following changes be made to Section 5 - General Terms and Conditions:

- Item 36. Indemnification/Hold Harmless
  ~~Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.~~

  Kimley-Horn requests that the above-referenced section be modified to comply with Florida State Statute 725.08. Suggested language: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

- Item 41. Insurance Requirements
  If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. ~~For workers' compensation coverage,~~ For worker's compensation coverage and professional liability coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured ~~for workers' compensation.~~ Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no nonemployees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

- Item 45. Legal Requirements
  Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. ~~Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including,~~

~~but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.~~

Kimley-Horn requests the following changes be made to the City's Sample Master Contract:

- Item 17. Insurance, first paragraph
  Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For ~~workers' compensation coverage~~ workers' compensation and professional liability, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured ~~for workers' compensation~~. The City shall not accept Workers' Compensation Exemptions Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

- Item 21. Liability for Loss or Damage
  ~~Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.~~

  Kimley-Horn requests that the above-referenced section be modified to comply with Florida State Statute 725.08. Suggested language: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

- Add Item 34. Florida State Statute 558.0035

  Please add new Provision, item #34, which will read: Florida Statute 558.0035

  PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/22/2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

Jonathan Martin, P.E., Senior Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this

27th day of November, 2023, by JONATHAN MARTIN, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

NOTARY PUBLIC STATE OF FLORIDA
MYRTHA A. RODRIGUEZ VILLARREAL
Commission # HH 217963
Expires May 16, 2026

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

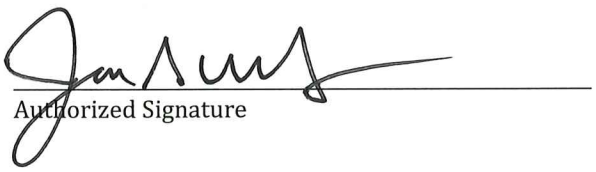
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Kimley-Horn and Associates, Inc.
Name of Business



Authorized Signature

Jonathan Martin, P.E., Senior Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 27th day of November, 2023, by JONATHAN MARTIN, P.E. and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jonathan Martin, P.E., who, being by me first duly sworn, made the following statement:

1. The business address of Kimley-Horn and Associates, Inc. (name of Respondent or business) is 200 South Orange Avenue, Suite 600, Orlando, FL 32801.
2. My relationship to Kimley-Horn and Associates, Inc. (name of Offeror or business) is Senior Vice President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

Jonathan Martin, P.E., Senior Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th day of November, 2023, by JONATHAN MARTIN, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

MYRTHA A. RODRIGUEZ VILLARREAL
Commission # HH 217963
Expires: May 16, 2026

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Kimley-Horn and Associates, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jonathan Martin, P.E.

TITLE: Senior Vice President

ADDRESS: 200 South Orange Avenue, Suite 600

CITY, STATE AND ZIP CODE: Orlando, FL 32801

TELEPHONE: 407-898-1511 FAX: 561-863-8175

F.E.I.N.: 56-0885615

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Kimley-Horn and Associates, Inc.

B. Permanent main office address: 200 South Orange Avenue, Suite 600, Orlando, FL 32801

C. Date organized: 02/10/1967

D. If a corporation, where incorporated: North Carolina

E. How many years have you been engaged in the business under your present firm or trade name? 56

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Planning and Design Consultants

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No.

I. Have you ever defaulted on a contract? If so, where and why? No.

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Please see attached.

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 10M

N. Give bank name, contact name and phone number: Please see attached.

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☑Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

Jonathan Martin, P.E., Senior Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 12th day of December, 2023, by JONATHAN MARTIN, P.E. and who:

☑is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. RODRIGUEZ VILLARREAL
Commission # HH 217963
Expires May 16, 2026

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS ADDITIONAL INFORMATION

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

With over 7,400 employees across the United States, Kimley-Horn has thousands of active contracts at any given time. It would be impractical to include contract amounts and anticipated dates of completion for each. **However, the team we have proposed is immediately available to begin working for the City of Port Orange.** Detailed information regarding availability of our proposed team can be found in TAB C.

J. List your major equipment currently owned or leased: N/A

K. Experience in work similar to this type of project:

Kimley-Horn has been serving municipal clients on an on-call basis for 56 years; our long-standing experience on continuing services contracts means you will receive unmatched service, responsiveness, and essential local knowledge. We have provided a more comprehensive list of experience on similar continuing contract projects in TAB B.

L. Background and experience of the principal members of your organization, including the officers:

Detailed background and experience of our team members are provided in TAB C.

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 500 Kimley-Horn employees, none of which own 3% or more of the outstanding shares. General information for the principal members of our firm is provided below.

PRINCIPAL OFFICERS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Richard N. Cook, Senior Vice President, Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Tammy L. Flanagan, CFO, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
David L. McEntee, Vice President, Treasurer, Assistant Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601

DIRECTORS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Stephen W. Blakley, Jr., Senior Vice President	200 South Tryon Street, Suite 200, Charlotte, NC 28202
Scott W. Colvin, Senior Vice President	4582 South Ulster Street, Suite 1500, Denver, CO 80237
William E. Dvorak, Jr., Senior Vice President	111 West Jackson Boulevard, Suite 1320, Chicago, IL 60604
Tammy L. Flanagan, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Ashley M. Frysinger, Senior Vice President	11700 Katy Freeway, Suite 800, Houston, TX 77079
Brian A. Good, Senior Vice President	445 24th Street, Vero Beach, FL 32960
Jennifer L. Harry, Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101
Joseph D. Kaltsas, Senior Vice President	401 B. Street, Suite 600, San Diego, CA 92101
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Brent H. Mutti, Senior Vice President	1001 West Southern Avenue, Suite 131, Mesa, AZ 85210
Aaron W. Nathan, Senior Vice President	13455 Noel Road, Suite 700, Dallas, TX 75240
Kevin M. Schanen, Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS ADDITIONAL INFORMATION

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)

Kimley-Horn currently has ***over 1,330*** active on-call contracts. ***Below is a sampling of comparable current active on-call contracts.*** The team we have proposed is immediately available to begin working for the City of Port Orange. Detailed information regarding availability of our proposed team can be found in TAB C.

On-Call Contract Client	Contract Name	Contract Amount	Anticipated Completion Date
Greater Orlando Aviation Authority	W-467, Continuing Civil Engineering Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	March 2028
Osceola County	Professional Grant Research, Grants Writing, Grants Consulting and Grants Administrative Services	$750,000	December 2025
Osceola County	Continuing Traffic Engineering	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	May 2025
City of DeBary	Professional Consulting Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	January 2026
City of Kissimmee	Continuing Contract for Engineering Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	July 2026
City of Orlando	City Planning Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	March 2025
City of Orlando	Professional Consulting Services; Disciplines: Civil Engineering, Transportation, Environmental, Structural, MEP, Stormwater, Landscape Architecture Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	February 2025
City of Mount Dora	Professional Consulting Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	October 2024
City of Apopka	Continuing Service Contract	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	June 2025

Seminole County	General Consulting Services for Planning; Disciplines: Land Use, Market Analysis, Transportation, Traffic, Planning, GIS, Environmental Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	August 2026
Town of Windermere	Continuing Engineering Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	May 2025
City of Cape Canaveral	City Engineering Services: Engineering, Design, and Permitting Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	July 2028
City of Ocoee	Planning and Landscape Architectural Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	August 2026
City of Oviedo	Continuing Engineering Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	January 2026
Brevard County	Utility Services Continuing Engineering Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	August 2026
City of Groveland	Continuing Professional Services	No set contract amount. Fees are determined based on Task Authorizations which are issued on an as needed basis.	November 2025

J. List your major equipment currently owned or leased: N/A

K. Experience in work similar to this type of project:

Kimley-Horn has been serving municipal clients on an on-call basis for 56 years; our long-standing experience on continuing services contracts means you will receive unmatched service, responsiveness, and essential local knowledge. We have provided a more comprehensive list of experience on similar continuing contract projects in TAB B.

L. Background and experience of the principal members of your organization, including the officers:

Detailed background and experience of our team members are provided in TAB C.

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 500 Kimley-Horn employees, none of which own 3% or more of the outstanding shares. General information for the principal members of our firm is provided below.

PRINCIPAL OFFICERS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Richard N. Cook, Senior Vice President, Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Tammy L. Flanagan, CFO, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
David L. McEntee, Vice President, Treasurer, Assistant Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601

DIRECTORS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Stephen W. Blakley, Jr., Senior Vice President	200 South Tryon Street, Suite 200, Charlotte, NC 28202
Scott W. Colvin, Senior Vice President	4582 South Ulster Street, Suite 1500, Denver, CO 80237
William E. Dvorak, Jr., Senior Vice President	111 West Jackson Boulevard, Suite 1320, Chicago, IL 60604
Tammy L. Flanagan, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Ashley M. Frysinger, Senior Vice President	11700 Katy Freeway, Suite 800, Houston, TX 77079
Brian A. Good, Senior Vice President	445 24th Street, Vero Beach, FL 32960
Jennifer L. Harry, Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101
Joseph D. Kaltsas, Senior Vice President	401 B. Street, Suite 600, San Diego, CA 92101
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Brent H. Mutti, Senior Vice President	1001 West Southern Avenue, Suite 131, Mesa, AZ 85210
Aaron W. Nathan, Senior Vice President	13455 Noel Road, Suite 700, Dallas, TX 75240
Kevin M. Schanen, Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

WELLS FARGO

January 3, 2023

Re: Kimley-Horn and Associates, Inc.

To Whom It May Concern:

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

Kimley-Horn maintains deposit balances that have averaged a low eight figure value in the last twelve months.

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

Wells Fargo and its affiliates provides Kimley-Horn investment management services on a fixed income portfolio that averages a high eight figure value.

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

If you have any questions or would like additional information, please contact me at (919) 881-6469.

Sincerely,

Michael Pugsley
Relationship Manager
Triangle Eastern NC Middle Market Banking

Together we'll go far

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Greater Orlando Aviation Authority (GOAA)

   Contact Person: Tuan NGuyen, Assistant Vice President of Engineering

   City, State: Orlando, FL

   Telephone Number: 407-825-4662

   Email Address: tnguyen@goaa.org

   Description of goods/services provided: Since 2008, Kimley-Horn has been serving the Greater Orlando Aviation Authority (GOAA) as one of their continuing civil engineering prime consultants. Through this contract, we have developed strong relationships with GOAA staff, gained knowledge of GOAA's policies and procedures, and a thorough understanding of OIA's operations and safety requirements.

   Contract Amount: Various amounts per project/work order.

   Start/End Date of Contract: July 2008 – Ongoing

2. Company Name: City of DeBary

   Contact Person: Carmen Rosamonda, City Manager

   City, State: Debary, FL

   Telephone Number: 386-668-2040

   Email Address: crosamonda@debary.org

   Description of goods/services provided: Our services include everything associated with infrastructure administration, including grant administration, preliminary design and budgeting, facility assessment, investigation, public input, and anything else the city requests.

   Contract Amount: Various amounts per project/work order.

   Start/End Date of Contract: January 2021 – Ongoing

3. Company Name: Osceola County

   Contact Person: Joshua DeVries, AICP, Director of Transportation Planning

   City, State: Kissimmee, FL

   Telephone Number: 407-742-7813

   Email Address: joshua.devries@osceola.org

   Description of goods/services provided: Kimley-Horn currently holds a continuing services contract with the Osceola County to provide professional work and services related to Continuing Traffic Engineering Consulting Services.

   Contract Amount: Various amounts per project/work order.

   Start/End Date of Contract: November 2022 – Ongoing

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Tuan NGuyen, Assistant Vice President of Engineering, Greater Orlando Aviation Authority (GOAA)

   Phone: 407-825-4662

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 19

   Description of service: Projects under this contract have included: BP-430: Runway 18L-36 R Joint Rehabilitation; BP-433: Runway 17L-35R Joint Repairs; BP-436: Intrusion Detection System for Airsides 1 and 3; H-192 West Airfield Pavement Repairs; and upgrades to the security fence.

2. Contact Name: Carmen Rosamonda, City Manager, City of DeBary

   Phone: 386-668-2040

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 2

   Description of service: Services include general civil/land development, stormwater/drainage, transportation engineering/planning roadway design, water/wastewater, concurrency/comprehensive planning, landscape architecture, construction phase services, permitting, structural engineering, GIS mapping/database management, public outreach, and grant administration.

3. Contact Name: Joshua DeVries, AICP, Director of Transportation Planning, Osceola County

   Phone: 407-742-7813

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 6

   Description of service: Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support.

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Jonathan Martin, P.E., Senior Vice President, on behalf
(Print Name and Title)

of Kimley-Horn and Associates, Inc. ("Company"), certify that Kimley-Horn and Associates, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Kimley-Horn and Associates, Inc.
COMPANY NAME

SIGNATURE

Jonathan Martin, P.E.
PRINT NAME

Senior Vice President
TITLE

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th day of November, 2023, by JONATHAN MARTIN, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that Kimley-Horn and Associates, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Kimley-Horn and Associates, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Jonathan Martin, P.E., Senior Vice President
Print or Type Name, Title

Signature of Affiant

56-0885615
Federal Employer ID Number (FEIN)

Company ID Number: 2023677
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of December, 2023, by JONATHAN MARTIN, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. RODRIGUEZ VILLARREAL
Commission # HH 217963
Expires May 16, 2026

Notary Public, State of

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

Company ID Number: 375667 **Client Company ID Number:** 2023677

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/ USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. (Employer) hereby designates and appoint (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 375667 **Client Company ID Number:** 2023677

Approved by:

Employer Kimley-Horn and Associates, Inc.	
Name (Please Type or Print) Lori Hall	Title
Signature Electronically Signed	Date 11/17/2022
E-Verify Employer Agent Sterling Infosystems Inc.	
Name (Please Type or Print) Natalie Bollinger	Title
Signature Electronically Signed	Date 11/17/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/17/2022

Company ID Number: 375667 **Client Company ID Number:** 2023677

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Kimley-Horn and Associates, Inc.
Company Facility Address	421 Fayetteville Street Suite 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560885615
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)

Company ID Number: 375667 **Client Company ID Number:** 2023677

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NC	1

Company ID Number: 375667 **Client Company ID Number:** 2023677

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Hall
Phone Number	7036741322
Fax	
Email	lori.hall@kimley-horn.com

Company ID Number: 375667

Client Company ID Number: 2023677

This list represents the first 20 Program Administrators listed for this company.

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name
Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID
2023677

Enrollment Date
Nov 16, 2022

Employer Identification Number (EIN)
560885615

Unique Entity Identifier (UEI)
DS7JWCWDLQU7

DUNS Number
061099131

Total Number of Employees
5,000 to 9,999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature of Contractor's Authorized Official

11/27/2023
Date

Jonathan Martin, P.E., Senior Vice President
Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFSQ #23-18

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Kimley-Horn and Associates, Inc.

Address: 200 South Orange Avenue, Suite 600, Orlando, FL 32801

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: Jonathan Martin, P.E.

TITLE: Senior Vice President

DATE: 11/27/2023

ATTEST:

BY: _____

NAME: LAURA VALENTE-JOHNSON

TITLE: MARKETING COORDINATOR

DATE: NOV. 27th, 2023

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Kimley-Horn financial statements as of and for the years ended December 31, 2022 and 2021.

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

N/A

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #23-18 Professional Engineering Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Kimley-Horn and Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Martin, P.E., Senior Vice President

Name & Title of Contractor's Authorized Official

Date: 11/27/2023

This document must be completed and returned with your submittal.

Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number	821359
FEI/EIN Number	56-0885615
Date Filed	04/24/1968
State	NC
Status	ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/24/2021

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/24/2021

Registered Agent Name & Address

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

Name Changed: 05/14/2008

Address Changed: 01/24/2017

Officer/Director Detail

Name & Address

Title Director

Good, Brian A.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Colvin, Scott W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Dvorak, William E., Jr.
111 West Jackson Blvd.
Suite 1320
Chicago, IL 60604

Title Director

Mutti, Brent H.
7740 N 16th Street
Suite 300
Phoenix, AZ 85020

Title VP

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Treasurer

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Assistant Secretary

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title President

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CEO

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior VP

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CFO

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Danielson, Paul B.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Secretary

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Blakley, Stephen W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Montanye, Emmeline F.
817 West Peachtree Street,
NW, Suite 601

Atlanta, GA 30308

Title Director

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Barber, Barry L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Harry, Jennifer L.
401 B Street
Suite 600
San Diego, CA 92101

Title Director

Kaltsas, Joseph D
401 B Street, Suite 600
San Diego, CA 92101

Annual Reports

Report Year	Filed Date
2021	04/24/2021
2022	02/10/2022
2023	02/22/2023

Document Images

02/22/2023 -- ANNUAL REPORT	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
04/24/2021 -- ANNUAL REPORT	View image in PDF format
04/15/2020 -- ANNUAL REPORT	View image in PDF format
11/25/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2019 -- ANNUAL REPORT	View image in PDF format
06/21/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
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04/28/2017 -- ANNUAL REPORT	View image in PDF format
08/02/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
09/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
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04/22/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
03/29/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
04/21/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
05/14/2008 -- ANNUAL REPORT	View image in PDF format
04/12/2007 -- ANNUAL REPORT	View image in PDF format
04/21/2006 -- ANNUAL REPORT	View image in PDF format
06/02/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
08/12/2002 -- Reg. Agent Change	View image in PDF format
05/08/2002 -- ANNUAL REPORT	View image in PDF format
02/06/2001 -- ANNUAL REPORT	View image in PDF format
03/02/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
02/12/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
03/05/1996 -- ANNUAL REPORT	View image in PDF format

TAB B

COMPANY PROFILE – HISTORY AND QUALIFICATIONS

RFSQ #23-18 Professional Engineering Services

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS

Corporate History

Kimley-Horn was founded in 1967 in Raleigh, North Carolina by Bob Kimley and John Horn—two senior engineering professors at North Carolina State University. The expertise of the firm was initially focused on traffic planning and public transportation projects. In the ensuing 56 years, the firm has expanded both geographically and in the variety of planning, engineering, and environmental services that it provides.

Today, Kimley-Horn is a ***full-service, multidisciplinary consulting firm*** with more than 7,400 employees in more than 120 offices offering a full range of consulting services to local, regional, national, and international clients. In Florida alone, there are more than 1,300 employees in 20 offices. Additionally, many employees are former municipal engineers and planners who have been on our clients' side of the table and are familiar with local government procedures.

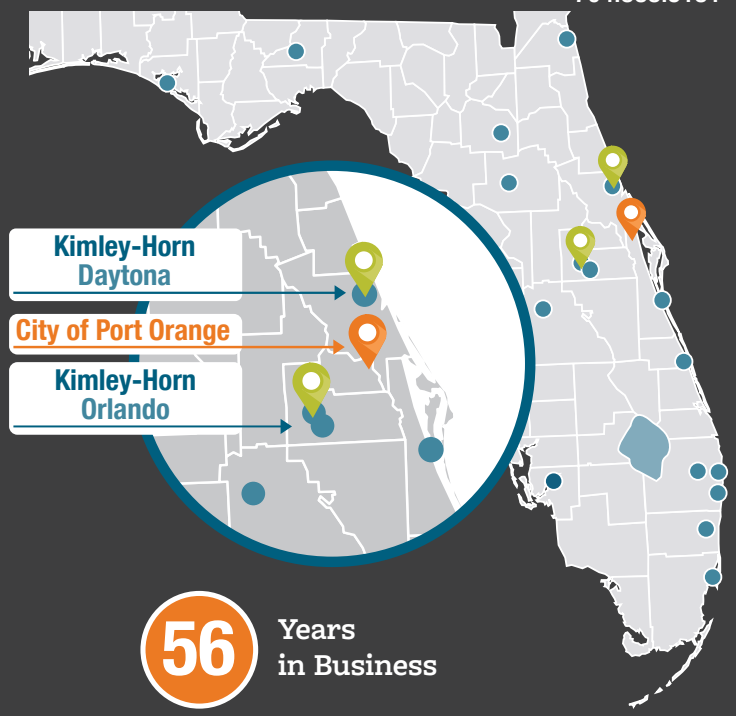
Kimley-Horn has all the ingredients of a successful consultant firm—a proven record of client service, adaptability, versatility, and responsiveness. **Our approach gives our clients the best of both worlds—the resources of a large, nationally-ranked firm and the personal attention and response of a small dedicated professional team.**

Office Locations

From our offices located in Orlando and Daytona Beach, we are available to serve you by phone anytime and when necessary, we can be in your office for in-person meetings with little notice. If we cannot meet face-to-face for any reason, we are adept at using video conferencing resources to maintain communication and production. Project manager **Brian Ashby, P.E.,** and deputy project manager **Mani Rodríguez, P.E.,** will be in command and control of assignments, always. They will have the authority to allocate resources and troubleshoot difficulties. We pledge to view the tasks from the City's perspective, examine issues in a strategic context, and provide you with tactical solutions.

We will work diligently, encouraging open communication to keep you informed about project activity and primary schedule achievements. We are committed to working as your partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs. There is no doubt that Kimley-Horn has the experience and expertise to rapidly respond to the City's needs and the ability to draw on additional statewide and even national resources, if needed.

Corporate Office:
421 Fayetteville Street
Suite 600
Raleigh, NC 27601
704.333.5131



56 Years in Business

20
Offices in Florida

1,300+
Employees in Florida

120+
Offices Nationwide

7,400+
Employees Nationwide

Responsible Office:
Kimley-Horn and Associates, Inc.
200 South Orange Avenue
Suite 600
Orlando, FL 32801
407.898.1511

Responsible Office:
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, FL 32117
386.271.0282

Kimley-Horn's Ability, Capability, and Skill to Perform Professional Services

Firm Qualifications

Kimley-Horn has a long history of being a successful consultant to local government clients. We have served more than 200 cities, counties, and local government clients throughout Florida. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm AND focusing our attention on our local clients and providing them with the personalized and responsive service they expect. We pride ourselves in our ability to tailor comprehensive engineering services to our clients' needs.

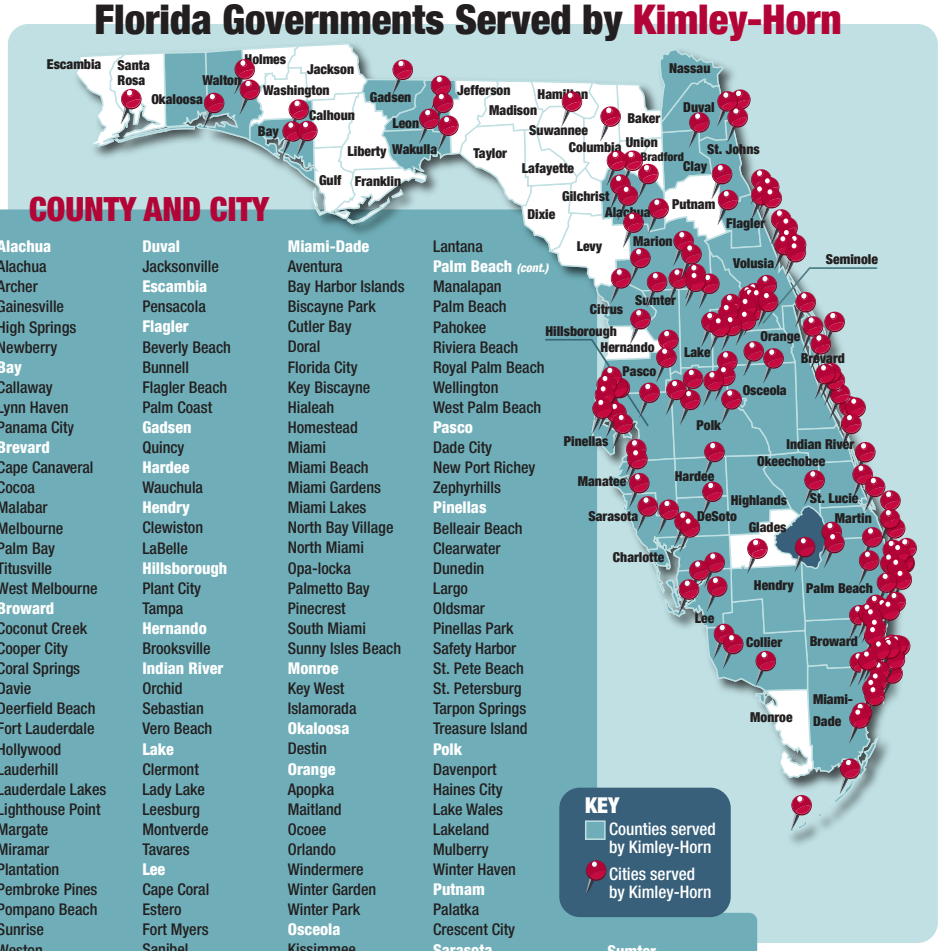
We have served the City of Port Orange for over 20 years providing civil engineering services.

Commitment of Resources to the City

Kimley-Horn understands that when you select a consultant, you are really choosing the team who will be able to offer the unique technical expertise, extensive hands-on experience with similar projects, and clear track record of providing quality and responsive results needed to deliver successful projects. Kimley-Horn's culture is structured to hire and retain highly motivated employees who exude pride and enthusiasm for Kimley-Horn and the services we provide. Kimley Horn is one of the few companies that is structured to operate as a single-profit center. This core value allows all our branch offices to work together as a team rather than compete as individual profit centers.

The members of our project team were selected using two criteria: (1) their expertise as required by the tasks outlined in this proposal and (2) their availability to assume major responsibilities within your project schedule. ***Kimley-Horn is structured to allow for long-term commitments of specific personnel to serve a client's needs—there is no revolving door of staff.*** We use a proactive management system, known as "Castaheads," used to detail every project's personnel needs and to determine each staff person's availability.

Florida Governments Served by Kimley-Horn



COUNTY AND CITY

Alachua
Alachua
Archer
Gainesville
High Springs
Newberry
Bay
Callaway
Lynn Haven
Panama City
Brevard
Cape Canaveral
Cocoa
Malabar
Melbourne
Palm Bay
Titusville
West Melbourne
Broward
Coconut Creek
Cooper City
Coral Springs
Davie
Deerfield Beach
Fort Lauderdale
Hollywood
Lauderhill
Lauderdale Lakes
Lighthouse Point
Margate
Miramar
Plantation
Pembroke Pines
Pompano Beach
Sunrise
Weston
Charlotte
Port Charlotte
Punta Gorda
Citrus
Crystal River
Inverness
Clay
Fleming Island
Collier
Everglades City
Marco Island
Naples
Columbia
Lake City
DeSoto
Arcadia

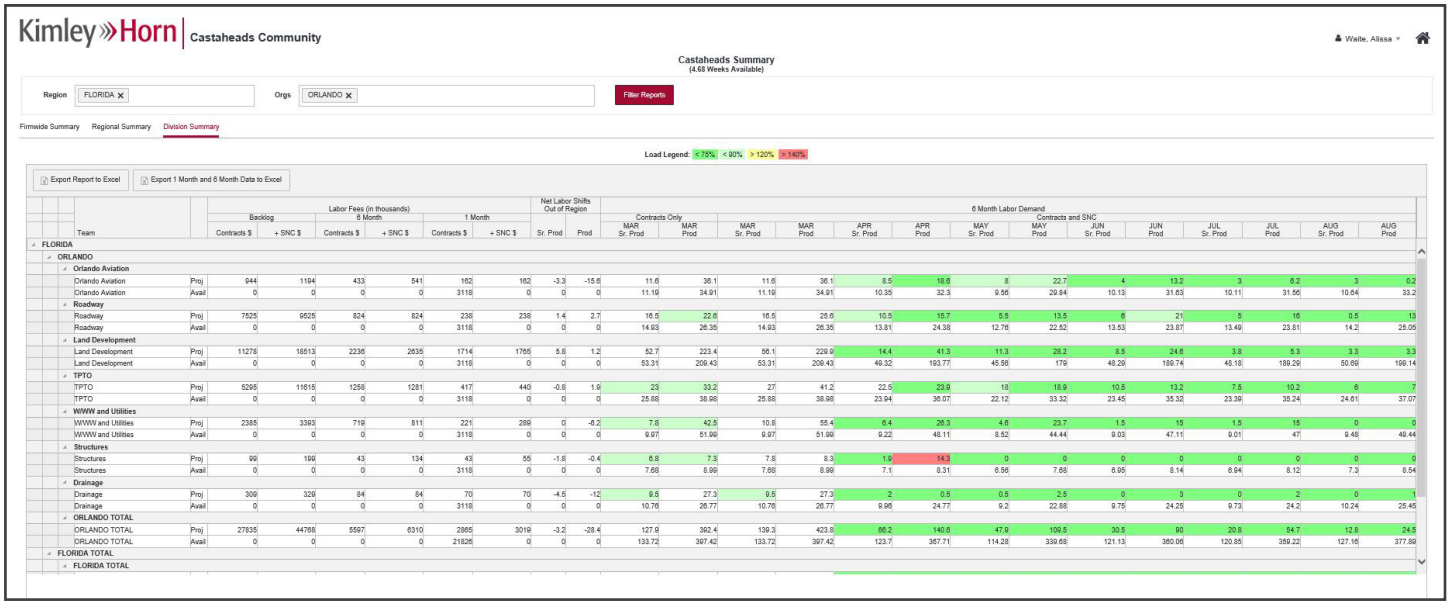
Duval
Jacksonville
Escambia
Pensacola
Flagler
Beverly Beach
Bunnell
Flagler Beach
Palm Coast
Gadsen
Quincy
Hardee
Wauchula
Hendry
Clewiston
LaBelle
Hillsborough
Plant City
Tampa
Hernando
Brooksville
Indian River
Orchid
Sebastian
Vero Beach
Lake
Clermont
Lady Lake
Leesburg
Montverde
Tavares
Lee
Cape Coral
Estero
Fort Myers
Sanibel
Leon
Tallahassee
Woodville
Levy
Williston
Manatee
Bradenton
Palmetto
Marion
Belleview
Dunnellon
McIntosh
Ocala
Martin
Jupiter Island
Stuart

Miami-Dade
Aventura
Bay Harbor Islands
Biscayne Park
Cutler Bay
Doral
Florida City
Key Biscayne
Hialeah
Homestead
Miami
Miami Beach
Miami Gardens
Miami Lakes
North Bay Village
North Miami
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles Beach
Monroe
Key West
Islamorada
Okaloosa
Destin
Orange
Apopka
Maitland
Ocoee
Orlando
Windermere
Winter Garden
Winter Park
Osceola
Kissimmee
St. Cloud
Okeechobee
Okeechobee
Palm Beach
Belle Glade
Boca Raton
Boynton Beach
Briny Breezes
Delray Beach
Greenacres
Haverhill
Hypoluxo
Jupiter
Juno Beach
Lake Park
Lake Worth

Lantana
Palm Beach *(cont.)*
Manalapan
Palm Beach
Pahokee
Riviera Beach
Royal Palm Beach
Wellington
West Palm Beach
Pasco
Dade City
New Port Richey
Zephyrhills
Pinellas
Belleair Beach
Clearwater
Dunedin
Largo
Oldsmar
Pinellas Park
Safety Harbor
St. Pete Beach
St. Petersburg
Tarpon Springs
Treasure Island
Polk
Davenport
Haines City
Lake Wales
Lakeland
Mulberry
Winter Haven
Putnam
Palatka
Crescent City
Sarasota
North Port
Sarasota
Venice
Seminole
Altamonte Springs
Casselberry
Longwood
Oviedo
Sanford
Wekiwa Springs
St. Johns
Ponte Vedra
Nocatee
St. Lucie
Fort Pierce
Port St. Lucie

Sumter
Wildwood
Lady Lake
Volusia
Edgewater
Daytona Beach
Shores
New Smyrna Beach
Ormond Beach
Port Orange
South Daytona
Wakulla
Crawfordville
St. Marks
Walton
DeFuniak Springs
Freeport

By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule. Based on a review of our cast-aheads, we can assure you that the staff members selected for this team are available immediately to serve the City of Port Orange and are in an excellent position to manage the workload of this project. Additionally, each of our subconsultants has reported that the staff members whom they have chosen to work on this contract are fully available to serve you. We do not anticipate any changes to the workload within the next six months that would impact our team's ability to complete this project as scheduled. ***This approach benefits you by making it easy for us to bring the best expertise available in the firm directly to work on your projects as necessary or to bring in extra help to meet a tight deadline.*** These internal processes provide us the ability to stay wholly committed to providing the City of Port Orange with the highest quality staff and service to meet project schedule and budget requirements.



Work Philosophy

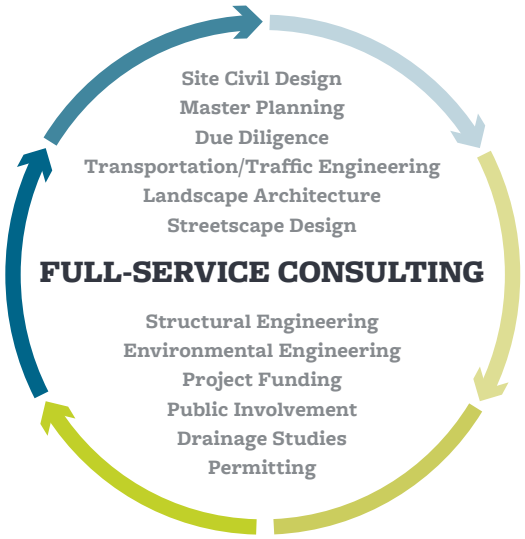
At Kimley-Horn, we do things differently. People are at the forefront of our business. Our clients know they can count on us—that's why 91% of our business firmwide comes from repeat clients. Our engineers, planners, and environmental scientists apply creativity and rigor to deliver outstanding results. Kimley-Horn offers the City individual, personalized service you would expect from a local firm, with the staff and technical resources of a nationally ranked engineering firm. As demonstrated in our organizational chart, we offer the City a one-stop shop for the majority of the services required as part of this contract. This enables our team greater control over project solutions and decisions, which is important on task order assignments such as these.

> **"We have no reason to exist except to serve our clients."**
>
> **- Ed Vick, Co-Founder, Kimley-Horn and Associates, Inc.**

Ability to Sustain the Potential Loss of Key Personnel and Still Adequately Meet the Terms of the Contract

Kimley-Horn has a long history of achieving successful project completion through a combination of effective project management and technical expertise. Based on our experience, we know that municipal clients are primarily interested in the quality and performance of the people with whom they will work, not just the experience record or reputation of the firm. Kimley-Horn is committed to ensuring that the team we are proposing will be the team of local, dedicated professionals who will serve the City of Port Orange on all professional services assignments. But as the future can never be fully known, the leadership for this project is backed up by equally qualified professionals that can step in should the need arise. The succession plan involves changing roles with current team members stepping up to fill the role of another in the organizational chart. As demonstrated in the past, this happens seamlessly and never impacted the City of Port Orange. Each core service group is staffed with personnel, identified on the organization chart, that are equally qualified and equally capable of stepping into a leadership role. At all times, it is understood the City of Port Orange will meet and approve any replacement of staff.

Practice Areas of Exceptional Expertise



Selecting the right on-call consultant is undoubtedly of the utmost importance to the City of Port Orange. You need a consultant that can navigate the wide-ranging responsibilities and challenges presented by each project with a clear, visionary approach, as well as proactive partners who are familiar with your procedures. **Our long-standing experience with various municipal agencies on continuing services contracts means you will receive unmatched service, responsiveness, and essential local knowledge. We at Kimley-Horn feel we would make a perfect partner for your engineering service contract.**

Civil Engineering. Civil engineering forms the backbone of Kimley-Horn's qualifications to serve as the City of Port Orange's Professional Engineering Services engineer. In Florida, over 360 of Kimley-Horn's staff are professionally registered as civil engineers. At Kimley-Horn, there are experienced professionals in utility engineering, site planning and master planning, site grading, surface water management, parks and recreational facilities design, and hydraulic/hydrologic modeling, among others. **Kimley-Horn has the in-house capabilities to satisfy any civil engineering need required; this depth of resources means that the City will benefit from experienced professionals who practice civil engineering for public sector clients every day.**

Traffic Engineering. Kimley-Horn offers complete in-house traffic engineering services in the areas of preparation and review of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, accident analysis, pedestrian safety programs, parking studies, site access and circulation studies, traffic signal communication and system integration design, at-grade crossing operations and design, intersection geometric design, signing/striping and street improvement plans, and general consultation in traffic engineering. Kimley-Horn also has extensive experience using traffic analysis and modeling software including Synchro, SIDRA, Highway Capacity Software (HCS), Traffix, and VISSIM. Our professionals have experience approaching a comprehensive analysis from both macroscopic (system planning) and microscopic perspectives (design issues and operations at specific locations). Using these tools, we can model a microscopic traffic network to determine the interactions between adjacent intersections and produce an animated, graphical display of traffic conditions.

Our experience also includes numerous roadway design projects for which we have been responsible for traffic operations improvements such as signalization, signing and marking, roundabouts, and intersection design; highway safety studies; and the full range of related traffic engineering services that enable us to address any traffic operations situation. The number of critical intersections in Florida that Kimley-Horn has evaluated or currently has under contract totals nearly 1,500.

Transportation Planning and Engineering Services. For over five decades, Kimley-Horn has been studying and improving the transportation network in Florida as a consultant to cities, counties, and transportation planning organizations (TPOs)/metropolitan planning organizations (MPOs). **Established by transportation planners and traffic engineers, Kimley-Horn has become a leading consultant in the planning of regional and statewide transportation systems, corridor studies, transportation demand management programs, and transportation impact assessments.** The firm has assisted numerous local and state agencies in developing short- and long-range transportation plans and programs. Kimley-Horn's knowledge of Florida's transportation regulations, policies, and procedures is unsurpassed. As we have learned from our vast experience, agency coordination is a significant aspect of all types of transportation planning and engineering tasks. We have worked on transportation planning projects directly with Central Florida clients such as Osceola County, Polk County, City of Titusville, City of Winter Park, City of Apopka, River to Sea TPO, and FDOT District Five – to name a few.

Landscape Architectural. As metropolitan urban areas continue to grow, urban design, streetscape design, and landscape architecture have become integral components of roadway and transportation system designs and infrastructure improvements in general. Revitalizing commercial districts, controlling traffic flows, and providing recreational areas and pedestrian and bicycle facilities in increasingly congested areas are some of the solutions designed by our landscape architects and planners. **We provide services in feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration.** Our firm has developed streetscape programs for the cities of Orlando, Miami Beach, Fort Myers, and West Palm Beach. The firm's landscape architects and urban planners have extensive public- and private-

sector experience, ranging from multi-family residential developments to municipal streetscapes and road area improvements. Our planners and landscape architects emphasize the development of a pleasing visual environment, meaningful theme, distinctive image, and strong sense of place, while being sensitive to the client's budget and long-term maintenance obligation.

Environmental. Kimley-Horn maintains an experienced team of environmental scientists, geologists, hydrogeologists, biologists, planners, and field technicians with expertise in a wide range of environmental planning and problem-solving services, including permitting, site location studies, environmental assessment reports, and environmental analyses. **This team is also familiar with regional issues and interacts with federal, state, and local government agencies daily. Kimley-Horn's environmental team stay well-informed of current environmental regulations and regularly participate in rule making decision so that they can understand how proposed changes affect environmental permitting and regulations. Kimley-Horn has an excellent record of accomplishment for successfully completing environmental projects across the full range of Florida's ecosystems.**

Master Planning. Kimley-Horn's master plans are interdisciplinary in nature. **We have a keen understanding of the interrelationships between urban design, land use, transportation, economic development, and placemaking.** We are prepared to facilitate a community's vision, conceptualize short- and long-term improvement strategies, and begin implementation by revising appropriate policies, codes, and ordinances. The ultimate mission of our highly-qualified professionals is to capture the spirit and aspirations of your community through a tailored, realistic, and creative master plan. We believe the best way to attain a sustainable and livable project is to help invent it. Our master planning philosophy integrates planning and design principles with sustainable infrastructure to help build projects with a strong sense of place and an implementable and maintainable infrastructure package. We understand successful master planning requires consensus among stakeholders. Our collaborative and inclusive approach engages those involved in the process, educates them on the issues, and invests them in the solution. Our proven process helps you transform ideas into reality.

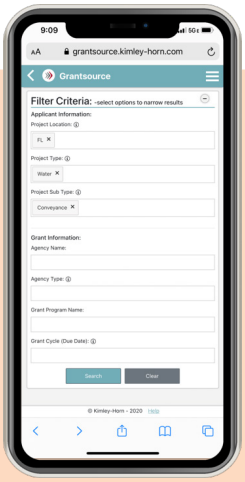
Hydrologic and Hydraulic Analysis and Design. Our water resources expertise includes hydrologic and hydraulic analyses, permitting, sedimentation and scour analysis, stormwater quantity and quality issues, and the design of hydraulic structures ranging from pipes, culverts, canals, detention basins, and outlet structures to major water control and pump structures. We have designed culvert crossings, levees, small dams, outlet structures, and bridges. Our staff has the expertise to conduct preliminary studies, prepare stormwater management plans, and coordinate permit applications on behalf of clients. In addition, Kimley-Horn's modeling experts know how to make the most of existing data to predict how your facilities will perform. Our models can show you how to remedy an existing problem or how to phase small improvements to maximize system efficiency. We work with your existing maps and GIS or design and integrate a new GIS from scratch. Our extensive in-house library of modeling software can simulate your entire range of field conditions. Our engineers and scientists will expertly build and calibrate a model to help you determine normal and peak system demands, plan for stormwater management in normal and emergency situations, and optimize system operations to minimize capital expenditures.

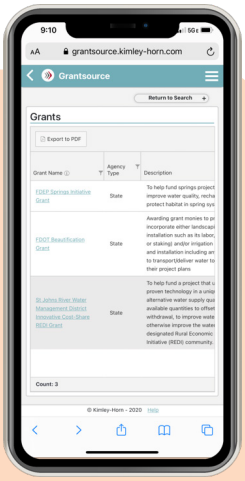
Feasibility and Due-Diligence Studies. In conducting feasibility and due-diligence studies, Kimley-Horn follows a systematic approach to ensure timely and accurate project delivery. We begin by gathering relevant data and conducting thorough research to assess the feasibility of the proposed project. This includes evaluating site conditions, regulatory requirements, market demand, and financial viability. Our team of experts utilizes their industry knowledge and experience to analyze the collected data and provide actionable recommendations. **We prioritize effective project planning, resource allocation, and stakeholder engagement to ensure that feasibility and due-diligence studies progress efficiently.** By employing a comprehensive and collaborative approach, we deliver feasibility and due-diligence studies on time and within budget.

Drainage Studies. The firm's drainage engineering services have been called upon for numerous state, regional, county, and municipal projects. As well as, the majority of our major agricultural, industrial, and residential development projects. Our staff has the expertise to conduct the necessary studies to prepare stormwater management plans. In Florida, we have served the South Florida Water Management District and many of the local drainage subdistricts in Broward, Palm Beach, and Miami-Dade counties. **Our services have encompassed drainage consultation and permit application preparation, including applications to regional water management districts and various state agencies. Representative projects include the design of canals, culvert crossings, water control structures, roads, levees, bridges, and pump stations. These project areas range in size from 400 to over 130,000 acres.** Our stormwater management expertise includes hydrological and hydraulic analyses as well as surveying, planning, permitting, and designing water control structures ranging from pipes and culverts to major control structures on canals and waterways. We can address both stormwater quantity and quality issues.

Grant Procurement and Grant Administration Services. Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. The Kimley-Horn team often deals with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for a number of municipalities. The Kimley-Horn project team will provide insight into the opportunities available, and the procedures required to obtain funding. **Kimley-Horn has provided assistance to our clients resulting in more than $275 million in grants and outside funding in the state of Florida.** We have developed a resource library of information on state and federal funding sources and will assist you in making the most of available resources.

Kimley-Horn Grantsource: Proactive Funding Search





As a result of our funding experience and success for our clients, we have developed a resource library of information on state and federal funding sources to assist you in making the most of available resources. **Grantsource is an internal analysis tool containing more than 300 grant programs** to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with our team's hands-on funding expertise, positions our clients for complete success.

Available on desktop and mobile devices, Kimley-Horn staff can search for grants by project location, project type, or sub-type, or filter sources by grant agency, agency type, program name, or approximate deadline. Once an applicable grant program is identified, the application provides detailed program-specific information—a summary of the program, sample applications, and successful and/or unsuccessful submittals. **We will use this tool to keep the City informed of upcoming grant opportunities, so that you can be ahead of the curve.**

Permitting and Agency Coordination. The firm's engineers, scientists, and planners maintain regular contact with virtually all key regulatory agencies and their decision-makers. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews, as well as secure the necessary permits and approvals. **Our staff not only understands agency procedures, but also their expectations, enabling us to minimize delays and revisions to your submittals.** Our staff members make it a habit to stay well informed about the latest changes and status of rules affecting permitting and regulation. They are well equipped to assist you with permitting and mitigation program development.

Subconsultants

L&S Diversified
Surveying

L & S Diversified

L&S Diversified, LLC (L&S) is a Florida based company founded in 2010 with headquarters located in Casselberry, Florida. They are a fully integrated firm positioned to design, survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. L&S provide surveying and mapping, construction surveying, LiDAR, GIS and subsurface utility engineering to the transportation, private development, environmental, energy, and government markets. L&S is also a certified minority and woman (MWBE) owned company.

National Data & Surveying Services (NDS)
Traffic Data Collection

Founded in 1989, National Data & Surveying Services (NDS), was established to deliver accurate and cost-effective solutions to our client's traffic, transit, and GIS/GPS data collection needs. NDS is the largest traffic data collection firm in the nation with an outstanding team of well over 100 professional full-time employees. Over their 34-year history, NDS has completed hundreds of thousands of multi-modal turning movement counts at various sized intersections/roundabouts requiring a variety of FHWA or observation-based classifications using both video and manual collection methodologies; hundreds of thousands of average daily traffic counts requiring volume, speed, and/or classification data using various technologies; and tens of thousands of other studies including spot-speed radar surveys, GIS asset inventory, pedestrians, bicycles, school, non-motorized, micro-mobility, non-intrusive interstate radar, parking studies, vehicle occupancy, gap, queue, intersection delay, saturation flow rate, travel time, compliance, origin-destination with or without Bluetooth, ball-bank horizontal curve studies, drone surveillance, drone orthomosaics, video recording, and video processing. NDS leverages their experience and expertise to deliver accurate and timely data in a professional manner.

Nadic Engineering Services Inc.
Geotechnical

NADIC ENGINEERING SERVICES, INC. is a client-focused engineering firm specializing in geotechnical, geo-environmental, and construction materials testing services. With a dedicated team committed to fostering client partnerships, offering innovative solutions, and delivering unwavering dedication, NADIC stands out as a leader in consulting, construction materials testing, and geotechnical services. Since 2001, NADIC has successfully completed over 4,000 projects across Florida, showcasing our expertise and reliability. NADIC's portfolio includes a range of Volusia County projects, encompassing roadway developments, drainage initiatives, and contributions to airport projects. In collaboration with Volusia County, NADIC has been instrumental in providing geotechnical, geo-environmental, and construction materials testing solutions for the planning and design of various projects.

Projects and Experience

Kimley-Horn is nationally recognized for the outstanding work of our consulting staff and are proud of the work we have provided for Florida counties, municipalities, government agencies, and other entities throughout the state. Our most valued asset is our ability to maintain lasting relationships with our individual clients and we gauge our success by the longevity of these respected partnerships.

Below is a sampling of continuing services contracts, including those with municipalities similar to the City of Port Orange.

General Consulting Services | Port Orange, FL

We have provided prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Services included data collection, level-of-service analyses, traffic monitoring, traffic impact studies, development of guidelines for conducting transportation impact analyses, and highway capacity analysis. Other services include roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, and signalization analysis/design.

Osceola County Continuing Traffic Engineering Services | Osceola County, FL

Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Brevard County Utilities Engineering and Consulting Services | Brevard County, FL

Professional engineering services under this contract have included infiltration and inflow, wastewater treatment plant feasibility evaluations and improvements, force main replacement, lift station replacement, and water reclamation facility evaluation.

Continuing Professional Engineering and Related Services | Debary, FL

Kimley-Horn currently holds a continuing services contract with the City of DeBary, providing professional engineering services. Services include general civil/land development, stormwater/drainage, transportation engineering and planning, roadway design, water/wastewater, concurrency/comprehensive planning, landscape architecture, construction phase services, permitting, structural engineering, GIS mapping/database management, public outreach, and grant administration.

Professional Consultant Services | Mount Dora, FL

Since 2018, services have included wastewater facility analysis, grant funding assistance, and wastewater treatment plant improvements.

Environmental and General Consulting Services | New Smyrna Beach, FL

For more than 11 years, Kimley-Horn has served the City of New Smyrna Beach as an on-call consultant. Services provided include soil contamination assessment, grant administration assistance, environmental site assessments, signal analysis, and wellfield evaluations.

Continuing Professional Engineering Services | Oakland, FL

The Town of Oakland selected Kimley-Horn to provide continuing engineering services. Under this contract, Kimley-Horn has completed the Hull Avenue Septic to Sewer Conversion project and related grant funding administrative assistance.

Continuing On-Call Water and Wastewater Utility Line and Plant Engineering Services | Deltona, FL

After being recently selected by the City for both the pipeline and plant engineering continuing service contracts, Kimley-Horn is currently working on wastewater treatment facility improvements.

Continuing Engineering Contract | Flagler County, FL

Kimley-Horn has been serving Flagler County as an on-call consultant for more than 11 years. Services have included wastewater treatment plant improvements, permitting assistance, preliminary engineering reports, construction phase services, municipal roadway improvements, and bid phase services.

Continuing Contract for Professional Engineering, Architectural, and Landscape Architect Services | Eustis, FL

In 2018, the City of Eustis selected Kimley-Horn to serve as an on-call consultant for a range of services. Since then, Kimley-Horn's has performed comprehensive plan traffic analyses, traffic impact analyses, hydraulic modeling, and pump station improvements and upgrades.

Continuing Engineering Services | Tavares, FL

Kimley-Horn has been serving the City of Tavares as their on-call consultant since 2016. In that time, we have provided hardening analyses, septic to sewer conversions, roadway construction manual updates, comprehensive plan updates, and water main improvements.

Continuing Engineering Services | Winter Springs, FL

The City of Winter Springs selected Kimley-Horn as an on-call consultant for their water system. During that time, Kimley-Horn has provided water quality assessments, reliability assessments, electrical upgrades, water main improvements, and facilities planning.

Continuing Professional Engineering Services | Maitland, FL

Kimley-Horn has been serving the City of Maitland for several years. Efforts have included preparing a Transportation Concurrency Exception Area (TCEA) comprehensive plan amendment for their downtown CRA, conducting the transportation and infrastructure analysis to support their Westside Redevelopment Plan, preparing their "Mobility Plan" to support a citywide TCEA (which was also modified to be consistent with 2011 HB 7207), and providing strategies to implement context-sensitive solutions for roadway designs in downtown Maitland.

Continuing Professional Engineering Services | Windermere, FL

Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting and review for the Town of Windermere. Specific projects include traffic studies, multimodal and safety analyses, pavement rehabilitation, master planning, sidewalk feasibility and design, traffic pattern planning, trail feasibility studies, and stormwater improvements.

General Engineering Services | Belleview, FL

General engineering services that generally consisted of as-requested services not part of another approved task order and were limited in scope. Examples of work performed included general consultation, subconsultant services, meeting attendance, providing advice to

City staff, engineering research, document review, site inspections, and attendance at public meetings. Also provided fulltime project administration and part-time (10 hours/week) resident project representative services.

General Professional Engineering Services | Dunnellon, FL

Provided general civil engineering consulting services on a variety of municipal projects for the City involving: water/wastewater utility mapping, water/wastewater modeling and master planning, water/wastewater capacity evaluations, wellfield siting analysis, utility system expansion evaluations, bicycle/pedestrian/blueway master planning, park projects, CRA expansion analysis, land development code reformatting, grant assistance, and landscape architecture.

On-Call Professional Engineering Services | Jacksonville, FL

Kimley-Horn has provided on-call water and wastewater services for the City of Jacksonville for nearly 10 years. Most recently, Kimley-Horn was selected to provide on-call design, bidding, and construction services for water and wastewater systems, as well as structural, mechanical, and roadway engineering; parks and recreational facilities; stormwater systems; and traffic impact analyses services. Under the current contract, we are providing modifications to the City's land treatment site, pump station designs, nanofiltration plant upgrades, and flood evaluations.

Engineering and Related Services | Lake Wales, FL

Projects included water line extension, sewer line replacement and extension, roadway paving, drainage improvements for both treatment and attenuation, CRA funding and master planning assistance, wastewater treatment facility analysis, reclaimed water line design, hydraulic analysis of force mains and pump stations, potable water master planning assistance, stormwater master planning and funding assistance, sidewalk construction, roadway and intersection improvements, City-owned parking facility design, and hardscape/streetscape installation. Services included project research with key members of the City, preliminary engineering and due diligence, community involvement, plans preparation, and construction. Additionally, the firm has provided support in obtaining grants to fund the projects.

General Utility Services | Manatee County, FL

Services various public works projects included: headworks rehabilitation, internal recycle pump replacement, and slope stabilization (erosion control) for the Southeast WRF; route analyses and rehabilitations for multiple force mains; and water main improvements for Anna Maria Island.

On-Call Engineering Services | Marion County, FL

Services included water system modeling, master planning, water main design and replacement, water treatment plant design and permitting, reclaimed water main replacement, traffic design, FDOT permitting, traffic signal design, FDOT permitting, and construction plans.

Continuing Traffic Engineering Services | St. Johns County, FL

Services include signal warrant analysis; isolated intersection analysis (signalized and/or unsignalized); roadway studies which include travel time and delay, speed zoning, no-passing zones, and highway lighting; signalized arterial analysis; supplemental work tasks which include 24-hour traffic counts, turning movement counts, pedestrian volume count, pedestrian group size, vehicle gap size, and left-turn phase warrants; signal design and inspections; and transportation planning and modeling.

General Engineering Services | Wildwood, FL

Services include design of improvement plans for utility and roadway infrastructure, engineering inspection services, review of engineering plans and applications for development on behalf of the City, attendance at public hearings on behalf of the City, traffic planning services, public workshops, and GIS mapping services. Additional services include review of utility master plans; updates to City reuse, water, and wastewater utility maps; and evaluations of downtown sanitary vitrified clay pipe (VCP), sewer system, and determining the number of parcels served by the existing 10-inch VCP gravity system. Also helping the City research grant options for sewer repairs and conducted a capacity analysis of the City's aging downtown gravity sewer system.

Continuing Civil Engineering Services | Greater Orlando Aviation Authority, Orlando, FL

Since 2008, Kimley-Horn has been serving the Greater Orlando Aviation Authority (GOAA) as one of their continuing civil engineering prime consultants. Through this contract, we have developed strong relationships with GOAA staff, gained knowledge of GOAA's policies and procedures, and a thorough understanding of OIA's operations and safety requirements. Projects under this contract have included: BP-430: Runway 18L-36 R Joint Rehabilitation; BP-433: Runway 17L-35R Joint Repairs; BP-436: Intrusion Detection System for Airsides 1 and 3; H-192 West Airfield Pavement Repairs; and upgrades to the security fence.

Project Schedule and Cost Control

We recognize that budget and schedule control are critical to the success of any project. Meeting your schedule for deliverables is not just a goal to us—it is a mandate. A project schedule is a road map guiding us to a goal, completion of a project by a certain date. But experience has shown that no matter how carefully we plan, things can change. How successfully we adapt to those changes is in part a result of how well we manage our resources and understand the demands on them, both internal and external. **Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget.** This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining a schedule.

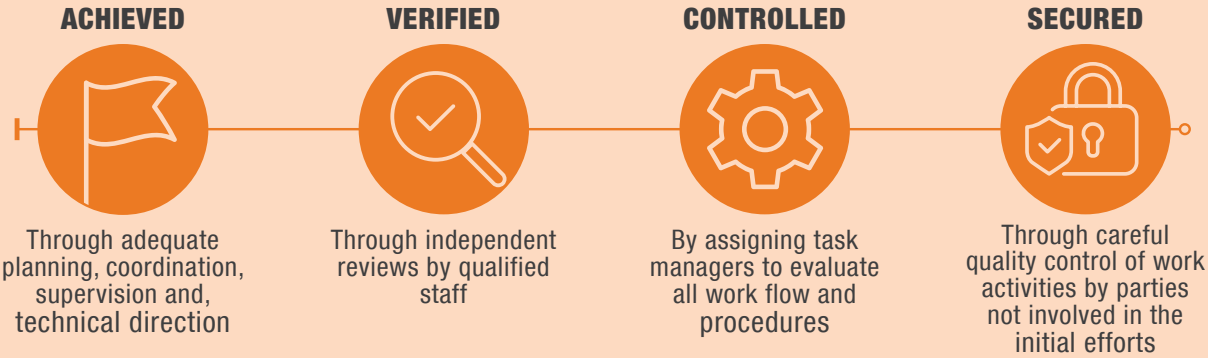
Our approach will include identifying realistic goals, developing a focused action plan that addresses only those items necessary to accomplish the goals, anticipating the implications of decisions made in early phases to future phases, and preparing a mechanism for addressing unexpected challenges. We are confident in our ability to monitor project budgets and schedules in order to meet your expectations and we have an exemplary record of performance. Our project manager, **Brian Ashby, P.E. is committed to ensuring that your projects stay on schedule and within budget.**

Please see TAB D for a detailed table showcasing past innovative cost-saving solutions!

Quality Assurance / Control (QA/QC) Overview

Quality control/quality assurance (QA/QC) is an integral part of Kimley-Horn's culture. All documents, calculations, and public-facing materials are reviewed and checked; the effort is built into the schedule. Our approach is based on a comprehensive project management approach which includes the following the three elements:

- **QA/QC Process:** Incorporating Kimley-Horn's QA/QC processes, including utilizing Kimley-Horn's formal in-house program for total quality management—Continuous Quality Improvement (CQI)
- **Project Specific Schedule:** A specific schedule for developing submittals that meet the City of Port Orange's expectations
- **Subconsultant Monitoring:** Submitted, reviewed, and accepted subconsultant quality control checks are required, and implementation of QA/QC efforts by the subconsultant are monitored and checked



TAB C

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

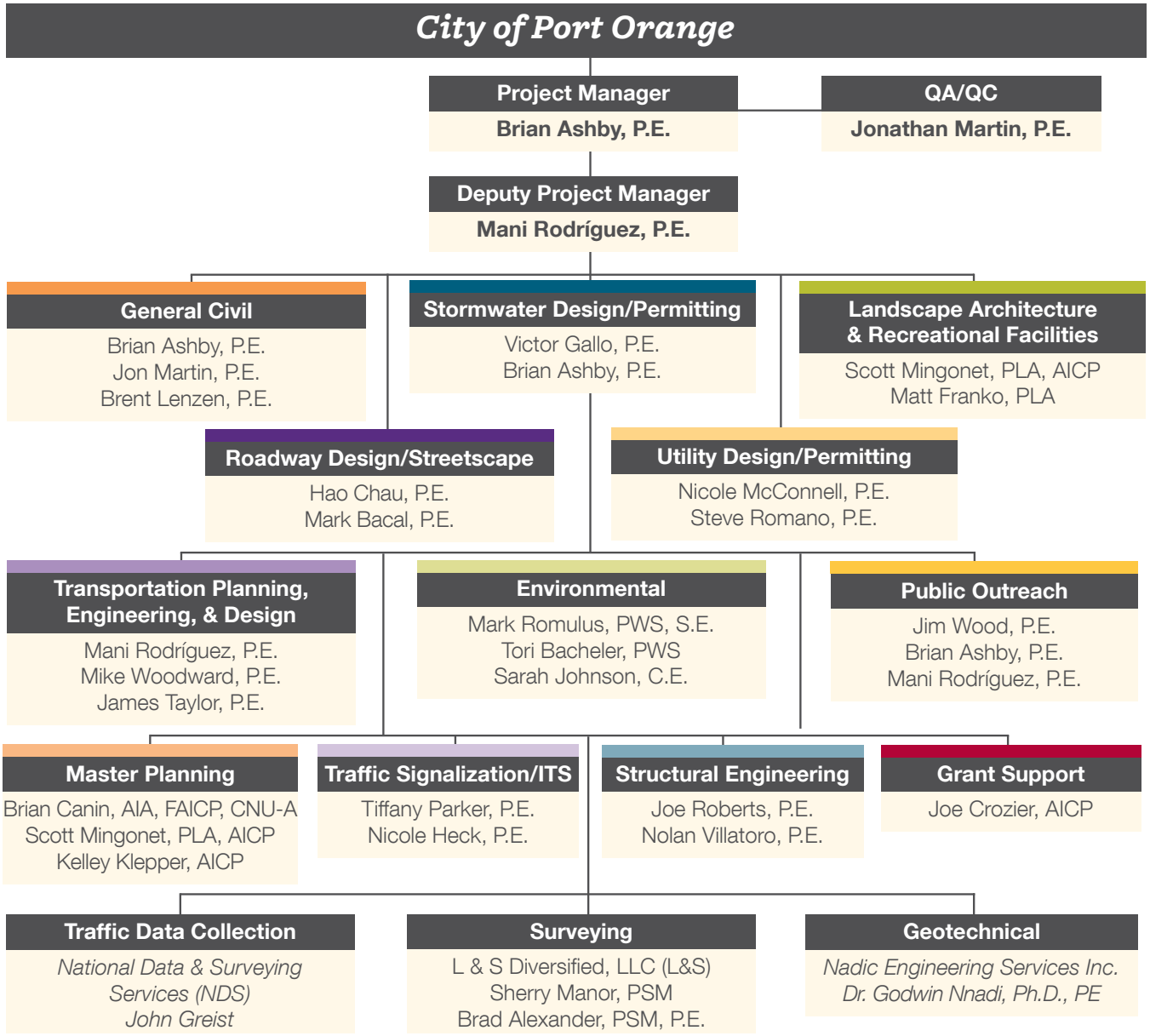
RFSQ #23-18 Professional Engineering Services

TAB C - QUALIFICATIONS & PROFESSIONAL LICENSES

The City of Port Orange needs a consultant team who can navigate the responsibilities and challenges presented by this contract with a clear, visionary approach, as well as a proactive partner who is familiar with the local community and your goals. Kimley-Horn's long-standing experience with the City of Port Orange and similar projects throughout Florida provides the City with unmatched service, responsiveness, and essential local knowledge.

Kimley-Horn recognizes that a proven staffing plan should be in place from the onset of the program. Our plan focuses on responsive, personal service. Our proposed project management team includes **Brian Ashby, P.E.** and **Mani Rodríguez P.E.,** who will jointly serve the City, providing reliable contract and project management. Our project management team will be completely accessible for the effort and can call on Kimley-Horn's resources to complete any assignment on time and on schedule.

Our team of professionals and their specific roles for this project are outlined in the organization chart provided below.



Please note the corresponding color for each service category highlighted on our team's resumes!

Proposed Project Team

Brian Ashby, P.E. | Project Manager; General Civil; Public Outreach

Brian has 13 years of experience in civil engineering and project management for private- and public-sector land development projects, including utilities, site layout, stormwater, permitting, grading, wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, stormwater master planning, floodplain management, water quality design, and construction phase services. Brian has extensive knowledge of permitting through various review agencies across Florida, including St. Johns River Water Management District (SJRWMD), South Florida Water Management District, (SFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), the Federal Emergency Management Agency (FEMA) and various other municipal entities.

Mani Rodríguez, P.E. | Deputy Project Manager; Transportation Planning, Engineering, and Design; Public Outreach

Mani has five years of experience as a transportation engineer. He has managed various traffic studies of varying scope, including concurrency management, traffic impact mitigation, comprehensive future land use amendments, parking determination, and signal retiming. Mani is knowledgeable in traffic impact analysis (TIA), traffic operations, travel demand modeling, GIS, CAD, access management evaluation, and microsimulation (VISSIM and SimTraffic). Mani's skillset includes parking demand analysis, signal warrant analysis, safety analysis, proportionate share mitigation, and traffic studies, including travel demand modeling, capacity/operational assessment, mitigation strategies, mobility solutions reports, and multimodal planning. Mani has experience working on master plans providing strategies focused on enhancing the multimodal network. He has also provided design, permitting services, and construction administrative services for bus shelter sites throughout Central Florida.

Jonathan Martin, P.E. | Quality Control/Quality Assurance

Jon has 29 years of experience in civil engineering and project management for private and public land development projects, including utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various review agencies across Florida, including the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT). His skill set also includes wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, reuse distribution and storage, construction phase services, system startup services, stormwater master planning, floodplain management, water quality design, GIS, ICPR modeling, community rating system, MODRET, and stormwater compliance. Jon has been involved on numerous projects for the City of Port Orange, including serving as project manager on the General Consulting Services contract and sidewalk improvements projects for Herbert Street and Madeline Avenue. Jon also served as project engineer on the Port Orange Riverwalk Master Development Plan project.

Brent Lenzen, P.E. | General Civil

Brent has 14 years of experience in civil engineering and project management for private-sector land development projects, including utilities, site layout, grading, and permitting. He has extensive knowledge of the permitting requirements and processes through various review agencies across Florida, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), the St. Johns River Water Management District (SJRWMD), and the South Florida Water Management District (SFWMD). His skillset includes stormwater management, pavement design, utility infrastructure design, construction phase services, and floodplain management. Brent earned his Bachelor of Engineering in Civil Engineering (Minor in Mathematics) at Florida State University, and he is a licensed professional engineer in the state of Florida.

Hao Chau, P.E. | Roadway Design/Streetscape

Hao has 24 years of experience and has successfully managed numerous roadway and multimodal design projects throughout Florida. He has led all aspects of design, plans production, permitting, right-of-way acquisition, bid assistance and construction phase services for numerous municipal and FDOT projects. He has extensive knowledge of vertical and horizontal design based on local, FDOT, MUTCD, and AASHTO standards.

Mark Bacal, P.E. | Roadway Design/Streetscape

Mark has 11 years of civil transportation engineering experience, including the preparation of roadway plans, construction, and widening, design plans and production, drainage analysis and improvements, and structural design. He is proficient with software such as Microstation, AutoCAD, OpenRoads, and Corridor Modeling.

Victor Gallo, P.E. | Stormwater Design/Permitting

Victor has 23 years of experience involving stormwater design, roadway storm sewer systems, pond siting analysis, stormwater management facilities, floodplain compensation, and permitting. Victor has also various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis. He has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. In addition, Victor has coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits. Victor's project experience includes leading design efforts for FDOT Districts One, Two, Three, Five, and Seven, and for several counties and municipalities.

Nicole McConnell, P.E. | Utility Design/Permitting

Nicole has more than 18 years of experience specializing in wastewater treatment plant and pipeline design. Her technical engineering skills include wastewater treatment plant design, pump stations and lift stations, pipeline design, reuse feasibility planning, master planning, permitting, and construction management. Her wastewater treatment plant designs include odor control systems, headworks facilities, process basins, filtration and disinfection, as well as solids handling facilities. Her pipeline design experience includes the design of wastewater, potable, and reuse pipelines ranging in diameter from 4 inches to 42 inches and up to 20,000 linear feet.

Steve Romano, P.E. | Utility Design/Permitting

Steve is a professional engineer with more than 27 years of experience working as a consultant for municipal and private utilities. Steve has experience with a full range of utility projects, including water treatment facility design, wastewater treatment facility design, pipeline design, pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. He has provided designs for new facilities, as well as retrofits and relocations. Steve's experience allows him to bring cost-effective innovative ideas to provide solutions that best fit the specific needs of his clients.

Scott Mingonet, PLA, AICP | Landscape Architecture and Recreational Facilities; Master Planning

Scott Mingonet has a broad range of experience as a planner and landscape architect. Throughout his 34 years with Kimley-Horn, he has been integral in developing the firm's land planning and landscape architecture practice. Because of the firm's foundation in transportation and land development, Scott has been able to apply that knowledge base to creatively affect both public- and private-sector projects ranging from mixed-use master plans to municipal redevelopment strategies. His unique skill set includes his ability to balance a pleasing visual master plan and distinctive sense of place with an understanding of implementation issues such as transportation network and infrastructure demands.

Matt Franko, PLA (RLA) || Landscape Architecture and Recreational Facilities

Matt has 12 years of experience with Kimley-Horn throughout Florida. Matt is involved in many aspects of landscape architecture and construction phase services, including municipal roadway landscape design, tourism industry site planning, multifamily amenity packages, mixed use site design, stormwater/park design, and project imaging. Matt has contributed to the design of large scale, high-end projects that are intended to be regional destinations for locals and tourists alike. He has also worked on commercial landscape design projects that entail accurately accounting for all aspects of jurisdictional requirements. Matt has also provided landscape architecture services to a multitude of municipal clients ranging from local jurisdiction to state-wide agencies.

Mike Woodward, P.E. | Transportation Planning, Engineering, and Design

Mike is a transportation engineer with 20 years of experience, specifically corridor and arterial investment studies, bicycle and pedestrian planning, signal system retiming, and transit facility analyses. He has a solid knowledge of HCS, Synchro, and SIDRA software, and experience with MicroStation, AutoCAD, and GIS. His recent project experience includes serving as project manager for the Downtown Kissimmee Corridor Study. He has served as project manager and engineer for several of Kimley-Horn's general planning and/or traffic engineering consultant services contracts for clients including Osceola County, FDOT, LYNX, the Town of Windermere, Winter Park, Winter Springs, Apopka, Casselberry, and Kissimmee. Mike has been responsible for elements of transportation element updates, townwide analyses, citywide analyses, and sub-area analyses, operational assessments, as well as prioritization of county and city roadway, transit, and multimodal projects.

James Taylor, P.E. | Transportation Planning, Engineering, and Design

James has more than 24 years of experience in transportation planning and traffic engineering for both public- and private-sector clients. His areas of expertise include traffic impact analysis, traffic operations, travel demand modeling, microsimulation, long-range planning, impact fee studies, and land entitlement/development processes. He has conducted or managed more than 100 studies of varying scope to include concurrency evaluation, comprehensive plan amendments, traffic volume forecasting, capacity/operational assessment, access management, toll feasibility, PD&E, IJR/IMR parking studies, corridor studies, signal warrant/design, proportionate fair share calculations, mitigation strategies, multimodal planning, and public meeting presentations.

Brian Canin, AIA, FAICP, CNU-A | Master Planning

Mr. Canin is recognized regionally and nationally for his leadership and commitment to the fields of planning and urban design and is sought after for his ability to find creative solutions to difficult challenges. For over 40 years, Mr. Canin has focused on creating sustainable communities through the practice of urban design and creative placemaking. His combined talents have created award-winning, enduring communities that provide a unique sense of place.

Kelley Klepper, AICP | Master Planning

Kelley has 31 years of planning, development, and redevelopment experience in Florida, Kentucky, and Tennessee. He has worked extensively with local government agencies, master planning and plan implementation, community redevelopment agencies, and development/redevelopment projects. Kelley also has extensive knowledge of land use and entitlements planning, development-related issues, public policy, parks and open space planning, comprehensive planning, budgeting, funding coordination, urban growth boundaries and management, urban design, transportation demographics and population projects, and form-based code training. Kelley is experienced with coordinating and conducting public meetings and presentations, including public involvement plans and visioning. He also has a thorough knowledge of developments of regional impact (DRIs), land development codes, zoning ordinances, and small area plans.

Tiffany Parker, P.E., TTC | Traffic Signalization/ITS

Tiffany is a transportation engineer with eight years of diverse experience designing and managing a wide range of transportation design and planning projects. Her experience includes traffic signal design, lighting design, signing and pavement marking layouts, temporary traffic control plans, ITS design, undergrounding design and coordination, traffic impact analyses, corridor studies, operational analyses, and safety analyses. Most recently, Tiffany served as the project manager on several lighting studies for the City of Gainesville and the City of Casselberry. Tiffany has also led the production of full construction documents for several traffic signal designs and lighting designs throughout Central Florida. She is She is FDOT Temporary Traffic Control certified (#53817).

Nicole Heck, P.E. | Traffic Signalization/ITS

Nicole is a transportation engineer with 11 years of technical experience in analysis and design software, including Synchro, GIS, AutoCAD, MicroStation, CUBE, and CORSIM. Nicole has been involved with providing bicycle and pedestrian planning, corridor studies, regional trip distribution analysis, cost estimates, GIS support, and traffic impact studies. She also has traffic operations and design experience including signal design and modification, intelligent transportation systems, signing and pavement marking layouts, and signal warrant analyses.

Mark Romulus, PWS, S.E. | Envrionmental

Mark Romulus has 35 years of professional consulting experience pertaining to environmental planning, municipal, state, and federal regulatory coordination, environmental investigations and field studies, technical document preparation and permitting, third-party document review, and expert witness testimony. He has specialized over two decades in wetland and stream science, permitting, and planning. Mark is certified by the ACOE as a professional delineator, receiving specialized stream restoration planning and engineering design training. Mark has over 25+ years of experience in managing technical projects including: hazardous material investigations, asbestos, lead, radon, and soil gas intrusions in aging structures and properties, as well as conducting complex NEPA compliance studies for public and private capital improvement engineering projects, and numerous housing development ventures. Mark's specific areas of expertise include wetland delineations and permitting, stream restoration and wetland mitigation site design, ecological evaluations, watershed and lake management planning, NEPA preparation, wetland mitigation bank development, Section 7 biological assessments, and government agency coordination.

Tori Bacheler, PWS | Environmental

Tori has 11 years of experience working with state and federal agencies conducting endangered species surveys, delineating wetlands, designing wetland mitigation and restoration areas, and permitting projects throughout Florida. She also is a Florida Fish and Wildlife Conservation Commission (FWC) certified gopher tortoise agent for surveying. Her expertise includes conducting environmental assessments to determine potential listed species habitat and wetland habitat types to determine permitting implications. She also has a good understanding of the permits required and permit limitations for a vast array of projects.

Sarah Johnson, C.E. | Environmental

Sarah has more than 22 years managing and conducting biological assessments, permitting, species-specific surveys, GIS, and photointerpretation. She has experience with NEPA documentation, including natural resource evaluation reports, re-evaluations, environmental certifications for minor projects, and Section 4(f) Determination of Applicability. She has been the environmental lead on projects with entities such as FDOT Districts One, Five, and Seven; Lee, Collier, Hillsborough, Pinellas, Sarasota, and Nassau counties; and numerous water management districts. Sarah is knowledgeable about the PD&E guidelines used for development of transportation projects by FDOT, the NEPA process, and the permitting guidelines for various agencies for projects that impact wetlands and/or protected species. Additionally, Sarah has direct experience conducting protected species surveys for the Florida bonneted bat, bald eagle, crested caracara, Florida scrub-jay, Big Cypress and Sherman fox squirrel, gopher tortoise, red-cockaded woodpecker, wood stork, West Indian manatee, sand skink, Florida sandhill crane nests, protected wetland dependents wading birds and shorebirds, snail kite, and Florida burrowing owl. She also has extensive knowledge on the mitigation requirements for impacts to wetlands and protected species. Sarah has assisted FDOT in reviewing minor project design plans in ERC and documenting the information required to complete environmental certifications within the SWEPT platform for both state and federally funded projects.

Joe Crozier, AICP | Grant Support

Joe has 10 years of experience providing grant writing services for public-sector clients. He is the project manager for the FDOT grants contract spanning all districts and Central Office—which has resulted in the request of more than $400 million in grant funding for the Department. His experience includes Infrastructure for Rebuilding America (INFRA) and Multimodal Project Discretionary Grant Opportunity (MPDG) applications, Rebuilding American Infrastructure with Sustainability and Equity (RAISE) applications, Consolidated Rail Infrastructure and Safety Improvements (CRISI) applications, Transportation and Congestion Management Technologies Deployment Initiative (ATCMTD) Application, among others. Additional services he has provided in this role includes statewide workshops to educate both the staff and the public on grant opportunities.

Joe Roberts, P.E. | Structural Engineering

Joseph has 12 years of experience in structural engineering with a focus on the design and analysis of superstructures and substructures of a wide range of bridge types. Superstructure design experience includes post-tensioned concrete U-beams, variable haunch prestressed concrete beams, steel plate girders, Florida-I beams, AASHTO beams, and cast-in-place flat slabs. Substructure design experience includes post-tensioned inverted-T straddle bent piers, conventional reinforced concrete piers, pile bents, and piers subject to ship impact. Other specialties include the design of mast arms, cantilever signs, drilled shafts, box culverts, sheet pile and MSE wall design, bridge load ratings, and shop drawing reviews.

Nolan Villatoro, P.E. | Structural Engineering

Nolan has 8 years of structural engineering experience, including experience in analysis and design of superstructures and substructures in a wide variety of bridge types. Nolan's additional experience includes box culvert design and extension, MSE wall design, C-I-P cantilever retaining wall, mast arm design, strain pole design, and load rating bridges. He has software experience in Leap Openbridge, Leap Concrete, Leap Steel, Microstation, Risa-3D, STADD, and Revit.

Jim Wood, AICP | Public Outreach

Jim has more than 27 years of planning experience consisting of long-range transportation plans, corridor planning studies, project programming & implementation, policy analysis, strategic planning, and public engagement. His practice builds upon more than two decades of state government planning experience to effectively serve FDOT, Florida's MPOs, and other public sector clients. His recent projects include District Five's Strategic Intermodal System (SIS) Strategic Plan, Lake Sumter MPO's List of Priority Projects, River to Sea TPO's Connect 2045 LRTP, and the multi-agency Paradise Coast Trail Feasibility Study. Through previous roles such as FDOT Chief Planner and FDEP's Chief of the Office of Greenways and Trails, Jim also led major planning efforts such as the Florida Coast to Coast Trail, East Central Florida Task Force, I-75 Relief Task Force, Florida Transportation Plan, and Florida Greenways and Trails System Plan.

Years of Experience: 13
Years with Kimley-Horn: 13

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida #80456
- American Society of Civil Engineers (ASCE), Member
- Commerical Real Estate Development Association (NAIOP), Member
- Urban Land Institute, Member

SPECIAL QUALIFICATIONS

- Has 13 years of experience in civil engineering and project management for private- and public-sector land development projects, including utilities, site layout, permitting and grading, wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, stormwater master planning, floodplain management, water quality design, and construction phase services
- Extensive knowledge of permitting through various review agencies across Florida, including Volusia County, Saint Johns River Water Management District, the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT)
- Proficient in AutoCAD, AdICPR, PONDS, AutoCAD Storm and Sanitary Analysis, StormCAD, Hydraflow, and WaterCAD

Kimley»Horn

Brian Ashby, P.E.

Project Manager; General Civil; Stormwater Design/Permitting; Public Outreach

RELEVANT EXPERIENCE

Orlando International Airport (MCO) Continuing Civil Engineering Services, Lake Gillooly Expansion, Orlando, FL — Project manager on the Kimley-Horn team who provided design, planning, and permitting services for the expansion and modification of Lake Gillooly, one of Orlando International Airport's largest stormwater management facilities, including modifications to the Lake's control structure and emergency spillway. The project consisted of the expansion of the 33-acre Lake Gillooly to the conceptually permitted condition of 50 acres, allowing for development of up to 80% impervious area over the 1,074-acre drainage basin to occur and decreases the risk of localized flooding as development expands. Kimley-Horn also provided planning services that incorporated a site specific and efficient geometric layout of the new Lake that allows for minimal impact to the anticipated future development. Specific tasks included research of the existing stormwater management facilities in and around the 1,074-acre project area, development of multiple design layouts for master planning purposes, stormwater modeling and calculations, development of construction documents, and permitting assistance through the South Florida Water Management District.

Daytona Beach International Airport (DAB), General Consulting Services, Daytona Beach, FL — Project engineer. Kimley-Horn provides on-call services on an as-needed basis to the County of Volusia and Daytona Beach International Airport staff. These services are provided across all disciplines including civil engineering, aviation planning, architecture, cost estimating, environmental, and project management over the duration of the contract. Tasks include stormwater master plans; drainage design; hydrologic and hydraulic modeling; floodplain management and mapping; preparing an ALP amendment; hangar feasibility analysis; airspace assessment for new developments; federal and state funding assistance and grant assurances; cargo facility analysis; independent fee reviews; miscellaneous civil engineering improvements; tree mitigation, and pavement inspection, strength analysis, and recommendations.

Continuing Professional Engineering Services Maitland, Maitland, FL — Project engineer. Kimley-Horn has been serving the City of Maitland for various tasks for several years. Efforts have included providing technical assistance as the City evaluated proposed redevelopment of the prime two blocks of their downtown, preparing a Transportation Concurrency Exception Area (TCEA) comprehensive plan amendment for their downtown CRA, conducting the transportation and infrastructure analysis to support their Westside Redevelopment Plan, preparing their "Mobility Plan" to support a citywide TCEA (which was also modified to be consistent with 2011 HB 7207), and providing strategies to implement context sensitive solutions for roadway designs in downtown Maitland. Our sensitivity to and understanding of local issues has allowed us to provide assistance customized to the unique situations the City of Maitland has faced.

Continuing Planning, Design, and Stormwater Consultant Services, Osceola County, FL — Project engineer. Kimley-Horn provided hydraulic assessment and analysis that included examining the hydraulic performance of bridge structures spanning the waterway (Crabgrass Road over Crabgrass Creek, Hickory Tree Road (CR 534) over Brick Alligator Canal, and Old Tampa Highway Bridge over Shingle Creek) using steady flow modeling within the U.S. Army Corps of Engineers' HEC-RAS computer program. A tabular summary of the findings of the hydraulic analysis was prepared and water velocities and scour depths for the foundation components at structure were calculated. A scour and hydraulics analysis was performed by Kimley-Horn using the information in the Phase 4 Scour Reports, field review, repair plans, and scour countermeasure material analysis. The scour and hydraulics analysis verified previous countermeasures were adequate and provided recommendations for improvements or repairs. A memo detailing our analysis was also provided. Kimley-Horn provided construction documents for the remediation identified in scour analysis including notes, plan and detail sheets, and specs.

Years of Experience: 5
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Puerto Rico at Mayagüez
- Professional Engineer in Florida #94548
- Professional Engineer in Puerto Rico #27884

SPECIAL QUALIFICATIONS

- Mani has five years of experience as a transportation engineer and has assisted in the transportation portion of various private and public-sector projects
- He has managed multiple transportation projects of varying scope, including concurrency management, traffic impact mitigation, comprehensive future land use amendments, parking determination, and signal retiming
- Mani is knowledgeable in traffic impact analysis (TIA), traffic operations, travel demand modeling, GIS, CAD, access management evaluation, and microsimulation (VISSIM and Slim Traffic)
- Mani's skillset includes parking demand analysis, signal warrant analysis, safety analysis, proportionate share mitigation, and traffic studies, including travel demand modeling, capacity/operational assessment, mitigation strategies, mobility solutions reports, multimodal planning, and signal retiming
- He has experience working on master plans to provide strategies focused on enhancing the multimodal network

Kimley»Horn

Mani Rodríguez, P.E.

Deputy Project Manager; Transportation Planning, Engineering, and Design; Public Outreach

RELEVANT EXPERIENCE

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL — Project engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, the development of a Mobility Plan, and more. Example projects are as follows:

- **Orange Avenue Master Plan –** This master plan included public involvement, an assessment of existing conditions, the development of best practices, and evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (US 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.
- **Signal Retiming –** Project manager. The project evaluated 13 intersections along two corridors within the city to optimize traffic signal timing and improve traffic flow. One corridor was located within a school zone, and safety was prioritized for school children, pedestrian. Improvement recommendations include optimized signal timings, time of day plan, LPIs and signal phase optimization.

City of Maitland Comprehensive Plan, Maitland, FL — Project engineer working with the City of Maitland on the review and update of the City's Comprehensive Plan based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn is also updating the City's GIS database (existing, future land use, zoning districts, etc.).

Bicycle/Pedestrian Master Plan Update, Longwood, FL — Project manager. Kimley-Horn developed a bicycle and pedestrian master plan for the City of Longwood. The master plan was designed to promote an efficient, safe, and interconnected system of bicycling and walking opportunities within the city. The plan identified physical projects as well as policy recommendations to support safe and efficient bicycle and pedestrian modes. Three (3) sidewalk/bicycle facility feasibility studies were included in the effort. Safe routes to schools, connectivity to the SunRail station, and wayfinding played a primary role in the plan. Opportunities for expansion of the existing sidewalk, bike, and trail network were identified to promote the use of alternative transportation modes and opportunities within the city. Additional services provided by Kimley-Horn included public involvement (meetings, workshops, newsletters), safety analysis, and preparation of preliminary and final reports and maps.

Years of Experience: 29
Years with Kimley-Horn: 24

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida #54055
- American Society of Civil Engineers (ASCE)

SPECIAL QUALIFICATIONS

- Has 29 years of experience in drainage/stormwater engineering and project management for private and public land development, including utilities, site layout, grading, and permitting
- Extensive knowledge of permitting through various review agencies across Florida, including the Florida Department of Environmental Protection and Florida Department of Transportation
- Other permitting agency experience includes, St. Johns River Water Management District, South Florida Water Management District, Southwest Florida Water Management District, Orange County, Seminole County, Osceola County, Polk County, St. Johns County, Volusia County, City of Orlando, City of Altamonte Springs, City of St. Augustine
- Water resources skill set includes wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, utility master planning, reuse distribution and storage, construction phase services, system startup services, stormwater master planning, and more

Kimley»Horn

Jonathan Martin, P.E.

Quality Control/Quality Assurance; General Civil

RELEVANT EXPERIENCE

Port Orange General Services, Port Orange, FL — Project manager that served the City of Port Orange on a variety of engineering services since 2002. We have provided prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Services included data collection, level-of-service analyses, traffic monitoring, traffic impact studies, development of guidelines for conducting transportation impact analyses, and highway capacity analysis. Other services include roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, and signalization analysis/design.

Port Orange General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant) (aka Utilities Engineering Services Contract), Port Orange, FL — Principal-in-charge. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Herbert Street Sidewalk Improvements, Port Orange, FL — Project manager for civil engineering and permitting associated with 1.1 miles of roadway improvements to increase safety along the City-owned right-of-way. Because a high volume of school children used the corridor, the design included pedestrian walkways and drainage improvements.

Continuing Professional Engineering Services Maitland, Maitland, FL — Project engineer. Kimley-Horn has been serving the City of Maitland for various tasks for several years. Efforts have included providing technical assistance as the City evaluated proposed redevelopment of the prime two blocks of their downtown, preparing a Transportation Concurrency Exception Area (TCEA) comprehensive plan amendment for their downtown CRA, conducting the transportation and infrastructure analysis to support their Westside Redevelopment Plan, preparing their "Mobility Plan" to support a citywide TCEA (which was also modified to be consistent with 2011 HB 7207), and providing strategies to implement context sensitive solutions for roadway designs in downtown Maitland. Our sensitivity to and understanding of local issues has allowed us to provide assistance customized to the unique situations the City of Maitland has faced.

Madeline Avenue Roadway and Sidewalk Improvements, Port Orange, FL — Project manager for the Madeline Avenue roadway improvements consisting of 5,300 linear feet of proposed sidewalk and 1,200 linear feet of new pavement to provide two one-way paved roadways in lieu of the existing 19-foot two-lane paved road. The design concept developed involved bifurcating the road, having the existing pavement serve as a one-way westbound lane, and constructing a new one-way eastbound lane; both meeting FDOT and City design standards. This design effectively reduced the impact on the trees while improving safety for City of Port Orange residents.

Thompson Pump Due Diligence Study, Port Orange, FL — As project manager, assisted with preparing site plans for each parcel in order to obtain construction level permitting from SJRWMD to expedite approvals once actual parcel developments are identified. Involves establishing a new roadway alignment, approximately 1,400 linear feet in length, from the Williamson Road right-of-way to the eastern property line of the industrial park. Also includes intersection improvements at the Williamson intersection.

Williamson Business Park (f/k/a Port Orange Business Park), Port Orange, FL — Project manager for this project consisting of a 74.12-acre industrial development located at the intersection of Williamson Boulevard and McGinnis Road. The project consisted of the extension of McGinnis Road and the widening of Williamson Boulevard that included auxiliary lanes, mass grading of the site, master drainage system, and master utility system serving the project, as well as neighboring developments.

Years of Experience: 14
Years with Kimley-Horn: 3

PROFESSIONAL CREDENTIALS

- Bachelor of Engineering, Civil Engineering (Minor in Mathematics), Florida State University, Tallahassee
- Professional Engineer in Florida #78537
- International Council of Shopping Centers
- American Society of Civil Engineers (ASCE)

SPECIAL QUALIFICATIONS

- 14 years of experience in civil engineering and project management for a wide range of private-sector land development projects
- Specific project experience includes commercial, retail, multifamily, and mixed-use
- Experienced with utilities, site layout, grading, and permitting throughout Central Florida
- Proficient in civil site development including; stormwater management; pavement design, earthwork grading, and utility infrastructure design

Brent Lenzen, P.E.

General Civil

RELEVANT EXPERIENCE

Rivington Community Development District Continuing Services, FL — Project manager. Kimley-Horn serves as District Engineer for the CDD which consists of an approximately +/-300-acre single-family residential subdivision with up to 700-lots, community amenities, trails, and open space along with supporting roadway networks and utility infrastructure.

Orlando International Airport (MCO) Continuing Civil Engineering Services, Loop Road Pavement Condition Assessment, Orlando, FL Project manager. Kimley-Horn performed a pavement condition assessment on the Airport Boulevard/Jeff Fuqua Boulevard "Loop Road" that provides access to Orlando International Airport (MCO) terminal facilities. Kimley-Horn performed a semi-automated pavement condition survey on approximately 15-lane miles of roadway. Performed a visual QC/QA field inspection of pavement samples in accordance with ASTM 6433-11, Standard Practice for Roads and Parking Lots Pavement Condition Index surveys. Analyzed the pavement distress data with MicroPAVER and developed PCI indexes and ratings for the pavement facilities at the section level. Prepared planning level major rehabilitation strategies and planning level opinions of probable cost for the development of Capital Improvement Projects, totaling approximately $33 million.

South Atlantic Avenue Sidewalk/Streetscape Design - Daytona Beach Shores, FL, FL — Project analyst. The City of Daytona Beach Shores implemented a unique concept whereby they are reducing the number of travel lanes on a half-mile section of South Atlantic Avenue to accommodate an eight-foot sidewalk on one side and a 12-foot path on the other side, along with streetscaping enhancements. Kimley-Horn prepared a traffic impact analysis to demonstrate that the roadway will continue to function acceptably with the reduction in travel lanes. Our team also provided alignment and sidewalk options through the corridor. In addition, Kimley-Horn prepared both the engineering and streetscaping plans for the preferred alternative.

FDOT Aviation Office Consultant Contract, statewide, FL — Project analyst. updated by BLenzen 12/2020Project engineer/inspection team manager. Kimley-Horn performed as lead consultant to the FDOT in the update of the Statewide Airfield Pavement Management Program (SAPMP). Specific duties on the project included personal inspection of 96 public airfield facilities throughout the seven FDOT districts in accordance to the ASTM 5340 standard and the FAA Advisory Circular 150/5380-6B. Coordinated directly with airport operations and management staff in order to schedule pavement inspection efforts. Developed pavement network definition maps utilizing GIS and GPS applications for field navigation. Utilized USACE MicroPAVER to perform condition analysis, evaluate future pavement performance, develop performance curves, and determine major maintenance/ rehabilitation (M&R) for the statewide airports. Developed detailed capital improvement budget plans for each airport assessed. OLD: Project engineer/inspection team manager. Kimley-Horn performed as lead consultant to the FDOT in the update of the SAPMP. Specific duties on the project included personal inspection of 96 public airfield facilities throughout the seven FDOT districts in accordance to the ASTM 5340 standard and the FAA Advisory Circular 150/5380-6B. Coordinated directly with airport operations and management staff in order to schedule pavement inspection efforts. Developed pavement network definition maps utilizing GIS and GPS applications for field navigation. Utilized USACE MicroPAVER to perform condition analysis, evaluate future pavement performance, develop performance curves, and determine major maintenance/ rehabilitation (M&R) for the statewide airports. Developed detailed capital improvement budget plans for each airport assessed.

Years of Experience: 24
Years with Kimley-Horn: 24

PROFESSIONAL CREDENTIALS

- Master of Business Administration, , University of Central Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida #61640

SPECIAL QUALIFICATIONS

- Has 24 years of experience and has successfully managed numerous roadway and multimodal design projects throughout Florida
- He has led all aspects of design, plans production, permitting, right-of-way acquisition, bid assistance and construction phase services for numerous municipal and FDOT projects
- Certified in FDOT's TRNS*PORT System and Long-Range Estimates System (LRE)
- Experienced with automated storm sewer analysis and design software (ASAD and Geopack Drainage)
- Involvement in all aspects of plans production for numerous FDOT and municipal projects
- Knowledge of vertical and horizontal design based upon FDOT, MUTCD, and AASHTO standards
- Certified in FDOT's Contract Estimating System (CES) and Long-Range Estimates System (LRE)
- FDOT Certified in Advanced Maintenance of Traffic

Kimley»Horn

Hao Chau, P.E.

Roadway Design/Streetscape

RELEVANT EXPERIENCE

Port Orange General Services, Port Orange, FL — Project engineer served the City of Port Orange on a variety of engineering services since 2002. We have provided prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Services included data collection, level of service analyses, traffic monitoring, traffic impact studies, development of guidelines for conducting transportation impact analyses, and highway capacity analysis. Other services include roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, and signalization analysis/design.

Madeline Avenue Roadway and Sidewalk Improvements, Port Orange, FL — Project engineer for the Madeline Avenue roadway improvements consisting of 5,300 linear feet of proposed sidewalk and 1,200 linear feet of new pavement to provide two one-way paved roadways in lieu of the existing 19-foot two-lane paved road. The design concept developed involved bifurcating the road, having the existing pavement serve as a one-way westbound lane, and constructing a new one-way eastbound lane; both meeting FDOT and City design standards. This design effectively reduced the impact on the trees while improving safety for City of Port Orange residents.

Clyde Morris Boulevard/Dunlawton Avenue Intersection Improvement, Port Orange, FL — Project engineer for this project that added additional left-turn auxiliary lanes in both the north and southbound approaches to the intersection. Outside pavement widening was designed to accommodate the dual left-turn lanes. A new storm sewer line was installed to collect the runoff on the southern leg of the intersection. The existing storm sewer truck line was used on the northern leg using stub in pipe from the new curb inlets. The intersection curb ramps were designed to current ADA standards. Required coordination with FDOT regarding a previously constructed project. As a result of this coordination, minimum work was required to modify the signal system.

Orlando Continuing Transportation Engineering Services, Semoran Boulevard/SR 436, Orlando, FL — Project manager responsible for producing a design-build criteria package for streetscape and utility improvements. The design was conducted on an accelerated schedule for the City to use FDOT funding. The project length was approximately 2.1 miles from Curry Ford Road to Oleander Drive. The project involved coordination with the City, FDOT, Orange County, and the Orlando Utilities Commission. The improvements included streetscape gateway designs at the intersections of Curry Ford Road and Lake Underhill Road; patterned and textured pavement for cross walks; brick pavers/stamped concrete for medians; landscaping; irrigation; knee walls; concrete sidewalks; and relocation of street light poles and electrical distribution poles. The corridor had constrained right-of-way and numerous utilities, so the proposed design required close coordination with all these agencies and utility providers. This project included compiling bid documents and assisting the City throughout the bidding process.

Town of Windermere Continuing Professional Services (includes Areawide Traffic Study and Park Avenue Improvements), Windermere, FL — Project manager for the Park Avenue Improvement project on the Kimley-Horn team that was selected to perform professional engineering services to include design, planning, permitting and review for the Town of Windermere. Specific projects include Park Avenue Improvement - This project was part of this contract and included 1.2 miles of pavement rehabilitation, widening for turn lanes, sidewalk improvements and a conceptual shared use path design. Kimley-Horn performed all the public involvement, professional engineering design, permitting, bidding services and construction phase services for this project.

Years of Experience: 11
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida #84238
- Temporary Traffic Control, 608432, FDOT

SPECIAL QUALIFICATIONS

- Has over 11 years of experience as a civil transportation engineer, including the preparation of roadway plans, construction, and widening, design plans and production, drainage analysis and improvements, and structural design
- FDOT Certified in Advanced Maintenance of Traffic
- He is proficient with software such as Microstation, AutoCAD, OpenRoads, and Corridor Modeling

Kimley»Horn

Mark Bacal, P.E.

Roadway Design/Streetscape

RELEVANT EXPERIENCE

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL — Project engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Apopka Transportation Planning and Traffic Engineering Continuing Services, Kelly Park Road Analysis, Apopka, FL
Project engineer. This multimodal corridor study determined the preferred typical sections and developed concept plans that will allow the City of Apopka to move into the right-of-way and design phase. The study area consists of Kelly Park Road from Round Lake Road to Rock Springs Road, approximately 5.1 miles in length. Recommendations include widening the central portion to a four-lane divided facility with a median, providing closed drainage, reconstruction in other areas to add a median, and implementing a shared use path throughout. The study included an environmental assessment, existing drainage assessment, development of future traffic volumes and corresponding roadway improvement needs. A pond siting report was developed to identify appropriate pond sizes and locations based on basins, existing ponds, publicly owned lands, and other factors. The study determined the amount of right-of-way needed from adjacent properties for primary alternatives. The roadway alignment shifts to minimize property impacts and impacts to the SR 429 facility. Project documentation will allow the City to compete for potential funding opportunities through MetroPlan Orlando as well as discretionary grants.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, the development of a Mobility Plan, and more.

General Engineering Consultant, FDOT District Five — Consultant project engineer responsible for the vetting of multiple Local Agency Projects (LAP) for FDOT District 5 and being a link between the local agencies, such as counties, cities, TPOs and MPOs, as well as FDOT District 5. Responsible for coordinating the LAP projects with the FDOT internal departments such as, right of way (ROW), mapping and surveying, drainage, Environmental, intelligent transportation systems (ITS), traffic operations, work program and agreements to determine LAP project feasibility and to ensure that funding requirements are met for a successful execution of the project's LAP agreements. FDOT District 5 has the largest LAPs program in the state of Florida. Responsibilities also included conducting field reviews, taking roadway measurements, developing alternatives for project if needed, writing project scopes. I met and discussed with clients to find their needs and overall goals with their projects. Vetting included reviewing plan sets, studies and memos detailing plans, determining if there were any potential issues, determining if designs met current FDOT or Florida Greenbook standards, and working with the client to resolve the issues utilizing both experience and Florida's plan preparation manuals.

Carroll Street Final Design, Kissimmee, FL — Project engineer for Kimley-Horn team that was selected to provide final design services for the 1.5-mile segment of Carroll Street that extends from John Young Parkway to Michigan Street in Osceola County. The primary purpose of this project is to widen the existing roadway from three lanes (center turn lane) to a five-lane section with center turn lane and is funded through the FDOT LAP program. Elements of this project include roadway design, drainage, permitting, signalization, signing/pavement markings, and roadway lighting.

Years of Experience: 23
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida
- Master of Science, Engineering Management, University of South Florida
- Professional Engineer in Georgia #PE041195
- Professional Engineer in Florida #75592
- Engineers Without Borders
- American Society of Civil Engineers (ASCE)

SPECIAL QUALIFICATIONS

- Has 23 years of experience in stormwater design
- Has designed roadway storm sewer systems and stormwater management facilities for rural, urban, and interstate projects across Florida
- Has led design efforts for FDOT Districts One, Two, Three, Five, and Seven, and for several counties and municipalities
- Areas of expertise include stormwater design, roadway storm sewer systems, pond siting analysis, stormwater management facilities, floodplain compensation, culvert design, bridge scour analysis, and permitting
- Has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects
- Has completed various cross-drain culvert designs for small waterways including channel modeling and bridge scour analysis

Kimley»Horn

Victor Gallo, P.E.

Stormwater Design/Permitting

RELEVANT EXPERIENCE

Osceola County Continuing Engineering Services on a Task Authorization Basis (2020), FL — Drainage task manager. Kimley-Horn is currently providing a variety of transportation engineering services to the County under this continuing contract. Services include but are not limited to professional services support, planning, design services, and construction management.

Continuing Planning, Design, and Stormwater Consultant Services, Osceola County, FL — Project engineer. Kimley-Horn provided hydraulic assessment and analysis that included examining the hydraulic performance of bridge structures spanning the waterway (Crabgrass Road over Crabgrass Creek, Hickory Tree Road (CR 534) over Brick Alligator Canal, and Old Tampa Highway Bridge over Shingle Creek) using steady flow modeling within the U.S. Army Corps of Engineers' HEC-RAS computer program. A tabular summary of the findings of the hydraulic analysis was prepared and water velocities and scour depths for the foundation components at structure were calculated. A scour and hydraulics analysis was performed by Kimley-Horn using the information in the Phase 4 Scour Reports, field review, repair plans, and scour countermeasure material analysis. The scour and hydraulics analysis verified previous countermeasures were adequate and provided recommendations for improvements or repairs. A memo detailing our analysis was also provided. Kimley-Horn provided construction documents for the remediation identified in scour analysis including notes, plan and detail sheets, and specs.

Districtwide Drainage Contract, FDOT District One — Design engineer that provided districtwide drainage-related engineering tasks to FDOT District One under this 5-year contract. Services included drainage maps; location hydraulic reports; stormwater analysis for the design of French drains, cross drains, ditches, storm sewers, retention/detention facilities, and stormwater management systems; Pond Siting Reports; permitting; stormwater treatment and attenuation; Bridge Hydraulic Reports; and FEMA "No-Rise" Certifications.

Space Coast Trail PD&E Study & Final Design, FDOT District Five, Orlando, FL — Drainage engineer. Kimley-Horn was retained by FDOT District Five to conduct a PD&E study for three segments of the Space Coast Trail. Our team is evaluating the following alternatives: shared-use trails, regional trail connections, and buffered bike lanes for crossing the Haulover Canal. The preliminary assessment involves data collection and conceptual design alternatives incorporating Complete Streets into the selected areas. Environmental services include conducting habitat mapping, Florida scrub-jay surveys, gopher tortoise surveys, and writing and the submittal of National Environmental Policy Act (NEPA) documentation. Public meetings are helping to gauge the community's input regarding project development.

I-75 Widening over Six-Mile Cypress, FDOT District One — Stormwater design engineer who completed the Bridge Hydraulics Report, including scour analysis for this bridge and completed a waterway analysis using HEC-RAS This project consists of developing a Bridge Hydraulics Report for widening the existing two bridge crossings of Interstate 75 over the Six Mile Cypress Slough in Lee County, Florida. The twin bridges are located 1.2 miles south of the Colonial Boulevard/I-75 Interchange. The current structures carry a total of four lanes of traffic (two northbound and two southbound).

SR 400 (I-4) over Reedy Creek, FDOT District Five — Stormwater design engineer who completed the Scour Evaluation Report Phase II (Hydraulic/Hydrologic Assessment) and completed Bridge Hydraulic Report Update. This project consisted of the design of two four-span prestressed girder bridges in Orlando, Florida. The new bridges were composed of AASHTO Type III girders with pile-supported end bents, concrete intermediate piers, and a cast-in-place deck.

Years of Experience: 18
Years with Kimley-Horn: 8

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, Rensselaer Polytechnic Institute
- Professional Engineer in Florida #73789

SPECIAL QUALIFICATIONS

- More than 18 years of experience specializing in wastewater treatment plant and pipeline design
- Technical engineering skills include wastewater treatment plant design, pump stations and lift stations, pipeline design, reuse feasibility planning, master planning, permitting, and construction management
- Wastewater treatment designs include odor control systems, headworks facilities, process basins, filtration and disinfection, and solids handling facilities
- Pipeline design experience includes the design of wastewater, potable, and reuse pipelines ranging in diameter from 4 inches to 42 inches and up to 20,000 linear feet

Nicole McConnell, P.E.

Utility Design/Permitting

RELEVANT EXPERIENCE

Port Orange General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant) (aka Utilities Engineering Services Contract), Port Orange, FL — Project engineer. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Port Orange Hydraulic Modeling, FL — Project engineer. Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system. The City had a working GIS model of the City infrastructure but there was not continuity with any previous modeling efforts. This task entailed building new hydraulic models with updated infrastructure and calibrating the modeling with actual data from staff. The water system model was developed with the main water plant and several re-pumping facilities. Billing data was analyzed to developed average and peak usage rates within the City. Operational setpoints were obtained from City staff for the multiple pump stations and incorporated into the model. The model was evaluated on existing conditions and calibrated based on hydrant testing flows and pressures.

Fiscal Year 2019/2020 Consumptive Use Permitting, Port Orange, FL — Project engineer. For the City of Port Orange, Kimley-Horn is developing a Consumptive Use Permit (CUP) for submission to the St. Johns River Water Management District (SJRWMD). The existing CUP expires in 2022 and the City needs to submit for a 20-year year permit renewal. Tasks include preparation of the CUP application, along with a Water Conservation Plan defining the City's efforts to promote the efficient use of potable water. The development of this report includes a review and summary of the reclaimed water usage within the service area. Kimley-Horn will also utilize the SJRWMD's Volusia County groundwater flow model (MODFLOW) and use the results to prepare an Impact Analysis Report signed and sealed by a professional geologist licensed in the state of Florida. A copy of the report will be submitted to the SJRWMD as part of the permit application. The final task will be the submittal and coordination of the CUP, a lengthy process that gets submitted/approved in stages.

Florida Governmental Utility Authority (FGUA) Dixie Groves Water Main Replacement, Holiday, FL — Project manager on this project as a part of a continuing contract with Florida Governmental Utility Authority involving the replacement of approximately 14,750 linear feet of water main in the Dixie Groves development. The water mains were located primarily in the rear of the properties and were relocated to within the public right-of-way. The project included the replacement of the water mains, as well as the relocation of the service laterals for each lot in the service area. Contract services included data collection, water main design, permitting, and construction services.

Pasco County Lift Station Rehabilitation Project, Pasco County, FL — Engineer of record. Responsible for design, bidding, and construction services for rehabilitating 28 lift stations. Upgrades included pump and valve replacement, piping replacement, and electrical upgrades. As part of a continuing contract with Florida Governmental Utility Authority, Kimley-Horn provided design, permitting, and construction services for this lift station rehabilitation project. Tasks included: preparation of construction plans and specifications, bidding assistance, and construction administration services.

Years of Experience: 27
Years with Kimley-Horn: 8

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in Florida #57579
- Professional Engineer in Arizona #76631
- Water Environment Federation (WEF)

SPECIAL QUALIFICATIONS

- Professional engineer with 24 years of experience as a consultant working in the water and wastewater industry
- Preparation of utility master plans, including facility plans, water plans, wastewater plans, reclaimed water plans, process studies, distribution studies, collection/transmission studies, asset management plans. and DBP studies
- Pipeline design from 2 inches to 42 inches for water, sewer, and reclaimed systems involving rights-of-way and easements across water bodies, interstates, railroads, and local roads associated with new construction and relocations due to road widening design, and infrastructure renewal and replacement. His experience includes more than 100 miles of pipeline design and more than 50 pump station projects.

Steve Romano, P.E.

Utility Design/Permitting

RELEVANT EXPERIENCE

Port Orange General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant) (aka Utilities Engineering Services Contract), Port Orange, FL — Project engineer. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Fiscal Year 2019/2020 Consumptive Use Permitting, Port Orange, FL — Project manager. For the City of Port Orange, Kimley-Horn is developing a Consumptive Use Permit (CUP) for submission to the St. Johns River Water Management District (SJRWMD). The existing CUP expires in 2022 and the City needs to submit for a 20-year year permit renewal. Tasks include preparation of the CUP application, along with a Water Conservation Plan defining the City's efforts to promote the efficient use of potable water. The development of this report includes a review and summary of the reclaimed water usage within the service area. Kimley-Horn will also utilize the SJRWMD's Volusia County groundwater flow model (MODFLOW) and use the results to prepare an Impact Analysis Report signed and sealed by a professional geologist licensed in the state of Florida. A copy of the report will be submitted to the SJRWMD as part of the permit application. The final task will be the submittal and coordination of the CUP, a lengthy process that gets submitted/approved in stages.

Port Orange Hydraulic Modeling, FL — Project manager. Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system. The City had a working GIS model of the City infrastructure but there was not continuity with any previous modeling efforts. This task entailed building new hydraulic models with updated infrastructure and calibrating the modeling with actual data from staff. The water system model was developed with the main water plant and several re-pumping facilities. Billing data was analyzed to developed average and peak usage rates within the City. Operational setpoints were obtained from City staff for the multiple pump stations and incorporated into the model. The model was evaluated on existing conditions and calibrated based on hydrant testing flows and pressures.

Manatee County Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation, Bradenton, FL — Quality control manager. The Southeast Water Reclamation Facility (SEWRF) is a 12.6-MGD public access reuse facility. Kimley-Horn provided engineering services for internal recycle pump replacement, including the addition of new flow meters, replacement of internal piping, removal of valves internal to the aeration basin, and replacement with knife gate valves outside the walls. New motors will be inverter duty rated and two-speed motor starters will be replaced with efficient variable frequency drives. An initial structural evaluation was performed on the exterior of the tanks, and when the aeration tanks are removed form service they will be cleaned and an internal analysis will be performed. The new controls will be tied into the SEWRF's overall SCADA system. Kimley-Horn also provided headworks rehabilitation at the SEWRF. The headworks rehabilitation project involves the replacement of aging mechanical bar screens, rehabilitation of the grit removal system, and structural rehabilitation of the channels and headworks structure in general. Kimley-Horn evaluated different types of mechanical bar screens and grit removal systems. Kimley-Horn also provided a structural evaluation of the elevated concrete structure and made recommendations on the repairs. In addition, Kimley-Horn prepared preliminary design report, construction plans and specifications, FDEP permitting, and construction observation.

Years of Experience: 34
Years with Kimley-Horn: 34

PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, Landscape Architecture, University of Florida
- Associate of Arts, Computer Science, Lake Sumter Community College
- Professional Landscape Architect in Florida #01428
- American Institute of Certified Planners #015169
- Council LA Reg Boards in Virginia #18994
- American Planning Association (APA)
- American Society of Landscape Architects (ASLA), Member
- American Institute of Certified Planners (AICP)
- Urban Land Institute, District Chair
- International Council of Shopping Centers

SPECIAL QUALIFICATIONS

- Has 34 years of experience in landscape architecture, urban design, and land planning
- Has been involved in every aspect of multidiscipline urban revitalization projects and master planning, from initial visioning to final implementation
- Assists municipalities in developing urban streetscape programs that serve as catalysts for revitalization

Scott Mingonet, PLA, AICP

Landscape Architecture and Recreational Facilities; Master Planning

RELEVANT EXPERIENCE

Port Orange General Services, Port Orange, FL — Landscape architect that served the City of Port Orange on a variety of engineering services since 2002. We have provided prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Services included data collection, level-of-service analyses, traffic monitoring, traffic impact studies, development of guidelines for conducting transportation impact analyses, and highway capacity analysis. Other services include roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, and signalization analysis/design.

Lake County On-Call Planning, FL — Project manager. Kimley-Horn is providing landscape architectural services on an on-call basis for Lake County through its Board of County Commissioners (BOCC). Our scope of services includes master planning and designing sustainable parks, implementing green infrastructure, site preservation, restoration, land management, and water conservation technologies. Kimley-Horn will perform surveys, studies, and analysis necessary to compile parks and trails recreational data. Our services also include conducting public meetings and facilitating the planning concept, planning study, design, development, and management of parks and facilities for a recreation system that includes environmental lands, trails, and other recreational opportunities.

North Beach Recreational Corridor, Miami, FL — Project manager for this two-mile corridor located between condominiums and the dunes. Services included corridor master planning, consensus building, and preliminary cost estimates. Every element of pedestrian and bicycle comfort and safety was considered. Kimley-Horn also obtained a $1.6-million ISTEA grant and provided agency partnering that resulted in project approval from the FDOT, FDEP, and the MPO.

Jupiter Community Park, Jupiter, FL — Landscape architect for this 94-acre recreational facility, recognized as one of the premier community parks in the state. Services included civil engineering, surveying, roadway design, lighting, land planning, landscape architecture, bid coordination, construction budget, and observation. The park features an eight-acre lake, and a cypress head preserve. Completion of this park was under budget for all three phases of design and construction over a five-year period.

Town of Bay Harbor Islands Business District Revitalization, Bay Harbor Islands, FL — Responsible for the urban design and landscape architecture rehabilitation of the central business district and consensus building for the community enhancements associated with the roadway, drainage, utility, and beautification improvements. Also served as project manager to obtain $150,000 Florida Highway Beautification Grants for landscape architecture improvements.

City of Riviera Beach Community Redevelopment Master Plan, Riviera Beach, FL — Landscape architect and project coordinator of a large multidisciplinary team for what is the largest redevelopment project in U.S. history. Deals with landscape architecture, urban planning, economic development and environmental issues relating to the design and implementation of the master plan, which seeks to completely redevelop over 850 acres of the most depressed and blighted portion of the City of Riviera Beach. Main issues of the project include housing, transportation, environment, financing, economic development, job creation, education, as well as community building and upliftment.

Years of Experience: 12
Years with Kimley-Horn: 11

PROFESSIONAL CREDENTIALS

- Master of Landscape Architecture, University of Florida
- Bachelor of Arts, Environmental Studies, Rollins College
- Professional Landscape Architect in Florida #LA6667292

SPECIAL QUALIFICATIONS

- Matt has 12 years of experience throughout Florida
- Versed in AutoCAD
- Assists landscape architects with construction documents for high-end residential landscape and hardscape design
- Creates multiple construction details for supplemental sheets and use in the field
- Identifies plant material, observes construction and takes field measurements
- Assists civil engineers with various projects through landscape design and subsequent AutoCAD formatting
- Completes landscape designs that accurately incorporate all aspects of jurisdictional requirements

Kimley»Horn

Matt Franko, PLA (RLA)

Landscape Architecture and Recreational Facilities

RELEVANT EXPERIENCE

Port Orange General Services, Port Orange, FL — Landscape architect that served the City of Port Orange on a variety of engineering services since 2002. We have provided prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Services included data collection, level-of-service analyses, traffic monitoring, traffic impact studies, development of guidelines for conducting transportation impact analyses, and highway capacity analysis. Other services include roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, and signalization analysis/design.

Fort Pierce Heathcote Gardens, Fort Pierce, FL — Landscape architect. Under the City's continuing engineering services contract, Kimley-Horn prepared construction plans and specifications for the Heathcote Botanical Garden Improvements. The project was a combination of creating a regional stormwater facility treatment train facility to improve water quality discharges into the Indian River Lagoon and creating a recreational facility for City residents. The stormwater improvements consisted of designing six different stormwater Best Management Practices (BMPs) consisting of vegetative bioswales, Sand Mine Lake expansion, alum-injection plant, floating littoral mats, pervious paver parking area, and multi-stage dynamic control structure. In addition to the stormwater improvements, park amenities were incorporated into the overall project, including seven timber pedestrian bridges, an ADA-accessible canoe launch, wetland boardwalks, observation platforms, walking trails, ADA-accessible picnic pavilions, monument signage, and outdoor exercise stations. The result was the creation of an active and passive public park space spanning over 60 acres of land for City residents to enjoy.

Vineland Pointe, Orange County, FL — Landscape architect. Kimley-Horn is providing professional planning services for this 33.5-acre multifamily tract within the Vineland Pointe development located on the northeast corner of Daryl Carter Parkway and Lake Street in unincorporated Orange County, Florida. Kimley-Horn is assisting in the submission of an Orange County Land Use Plan Change Determination Request since the client desired to increase the entitlements from 440 to 700 multifamily units. In addition, the team is preparing a conceptual site plan to determine the maximum number of multifamily and single-family units and establish the stormwater areas for the development. The conceptual site plan will contain enhanced amenity design concepts including a main entry feature, an active recreation area, two passive recreation areas, and a primary amenity pool with hardscape improvements and spa, arbor, seating area and cabana accessory features.

Sparkman Wharf (fka Channelside Bay Plaza), Tampa, FL
Landscape architect. Kimley-Horn is providing civil engineering and landscape architecture services for this redevelopment located at Channelside Drive along the Garrison Channel. Channelside Bay Plaza is being reinvented as a locally-inspired destination on the downtown Tampa waterfront featuring a one-acre recreation lawn, restaurants, retail, office space, and entertainment. The property has been renamed Sparkman Wharf in honor of Stephen Sparkman, Tampa Bay's first congressman, who defined the City by securing funding to dredge a channel for Tampa's port. The overall goal of the redevelopment is to draw people in at all times of the day - every day of the week. The 180,000 square feet of loft-style office space will stimulate the property on weekdays. For an evening and weekend appeal, the dining garden, biergarten, and recreational lawn overlooking the waterfront will attract downtown visitors and residents. The park programming will include concerts to entertain the new crowds on the event lawn. Specialty venues will be designed for local chefs to showcase their street-food creations from within repurposed shipping containers decorated by Tampa artists to tie in the industrial feel.

Years of Experience: 20
Years with Kimley-Horn: 19

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Michigan State University
- Professional Engineer in Florida #70009
- Institute of Transportation Engineers (ITE)

SPECIAL QUALIFICATIONS

- Transportation engineer with 20 years of experience
- Specific expertise in corridor and arterial investment studies, signal system retiming, signal design, transit facility analysis, growth management planning, evaluation of non-typical intersection configurations, and roundabout analyses
- He has served as project manager and engineer for several of Kimley-Horn's general planning and/or traffic engineering consultant services contracts for clients including Osceola County, FDOT, LYNX, the Town of Windermere, Winter Park, Winter Springs, Apopka, Casselberry, and Kissimmee
- Mike has been responsible for elements of transportation element updates, townwide analyses, citywide analyses, and sub-area analyses, operational assessments, as well as prioritization of county and city roadway, transit, and multimodal projects
- Solid knowledge of Highway Capacity Software (HCS), Synchro, SIDRA software, MicroStation, AutoCAD, and GIS

Kimley»Horn

Mike Woodward, P.E.

Transportation Planning, Engineering, and Design

RELEVANT EXPERIENCE

Port Orange General Services, Port Orange, FL — Project engineer. Kimley-Horn has served the City of Port Orange on a variety of engineering and planning services for the past seven years. We have served as an extension of their staff by providing prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Our services have included roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, roadway and intersection design, and signalization analysis/design. We have also provided many transportation-related services, including the preparation and evaluation of traffic impact studies/concurrency studies, evaluation of traffic calming solutions, development of traffic impact study guidelines, assistance with the development and implementation of a fair-share mitigation system, comprehensive plan evaluation (including assistance with the Evaluation and Appraisal Report (EAR)), roadway/intersection operational analyses, and the development of a Transportation Concurrency Exception Area (TCEA).

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project manager. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (US 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL — Project manager. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Kissimmee Continuing Services Contract for Professional Planning Consulting, Kissimmee, FL — Project manager. Kimley-Horn provides engineering services for the City of Kissimmee on an ongoing basis. Services have included water and wastewater studies, planning, transportation/traffic operations, corridor planning, design, permitting, and construction phase services. Task orders include: Bicycle and Pedestrian Master/Implementation Plan, Shingle Creek Pedestrian Bridge 3-D Renderings, On-Call DRI Review, Comprehensive Plan Update- Regional Water Supply Plan, Impact of Complete Streets on Property Values, Neptune Road Railroad Crossing Traffic Operation Evaluation, On-Call Planning Review, and Clay Street Safety Assessment and Trail Feasibility Analysis.

Years of Experience: 24
Years with Kimley-Horn: 8

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, University of Central Florida
- Bachelor of Science, Civil Engineering, University of South Florida
- Professional Engineer in Florida #69979

SPECIAL QUALIFICATIONS

- Has 19 years of consulting experience in transportation planning and traffic engineering with public and private sector clients
- Has 24 years of engineering project coordination, staff development, performance monitoring, team building, training, and mentoring
- Specializes in transportation planning analysis, traffic operation, travel demand modeling, microsimulation, long range planning, and land entitlement/ development process

James Taylor, P.E.

Transportation Planning, Engineering, and Design

RELEVANT EXPERIENCE

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL — Project engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

The Villages Civil Engineering, Traffic Engineering, and Transportation Planning Services, The Villages, FL — Project engineer providing transportation planning services for new regionally significant roadways within The Villages. Kimley-Horn has developed a sub-area transportation model to develop future traffic projections for recommendation of a new regional transportation network within The Villages of Southern Oaks and associated areas of Sumter County. These traffic projections are utilized to develop recommended access management, intersection geometry, and traffic control for the new planned roadways. Services also include roadway design, traffic signal design, roundabout design, tunnel design, and signing and marking.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, the development of a Mobility Plan, and more.

State Road 10, Santa Rosa County, FL — Project manager for traffic forecasting and alternative scenarios analysis as part of the PD&E Study. Performed a subarea calibration of the Northwest Florida Regional Transportation Planning Model (NWFRPM) and extracted future year model forecasts for several proposed design scenarios. Provided design traffic recommendations, technical documentation, and presentation support to the PD&E team for use with FDOT District Three and City of Milton review.

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Daytona Beach, FL — Project engineer. The purpose of the 2045 Long Range Transportation Plan (LRTP) includes developing long-range and short-range strategies and actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. The LRTP looks to implement new and innovative transportation system performance measures that de-emphasize traditional road congestion in lieu of broader, more desirable transportation outcomes. This process considers a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the LRTP's Goals, Objectives, and Measures (GOMs) to identify future transportation needs. The plan weighs and balances the cost of various transportation investments against anticipated future funding to ensure it is a financially feasible plan, and if policy and legislation changes may be necessary to support future investments.

Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP) and Congestion Management Process (CMP), Lady Lake, FL
Project engineer. This plan encompasses major updates to traffic congestion, travel time reliability, and safety aspects. On a broad scale, this plan identifies strategic transportation policy regarding how financial resources will be allocated to implement projects. Both Lake and Sumter Counties are encompassed in this plan.

Years of Experience: 40
Years with Kimley-Horn: 1

PROFESSIONAL CREDENTIALS

- Master of Architecture, Urban Design (MAUD), Harvard Graduate School of Design
- Bachelor of Architecture, University of the Witwatersrand
- Registered Architect in Florida #AR0007220
- Registered Architect in Tennessee #107319
- American Institute of Certified Planners #001939
- American Planning Association (APA)
- American Institute of Architects (AIA)
- Florida Planning and Zoning Association (FPZA)
- Congress for New Urbanism (CNU)
- American Institute of Certified Planners (AICP)

SPECIAL QUALIFICATIONS

- Mr. Canin is recognized regionally and nationally for his leadership and commitment to the fields of planning and urban design, and is sought after for his ability to find creative solutions to difficult challenges
- For over 40 years, Mr. Canin has focused on creating sustainable communities through the practice of urban design and creative placemaking
- His combined talents have created award-winning, enduring communities that provide a unique sense of place

Kimley»Horn

Brian Canin, AIA, FAICP, CNU-A

Master Planning

RELEVANT EXPERIENCE

Titusville Comprehensive Plan and Land Development Code Update, Titusville, FL — Project planner. Collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises and design renderings.

Edgewater Downtown Vision Plan and CRA Plan Update, Edgewater, FL — Project planner. Working with City staff through a variety of visioning outreach engagement workshops and interviews will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan. Project Cost: $75K

Sustanee Community, Orange County, FL — Project planner. Providing consulting and design services for an environmentally focused large-scale master planned community in East Orange County within close proximity to the University of Central Florida. The project site is approximately 1,400 acres that includes around 2,000 dwelling units, focused on multimodal connectivity, eco-education, and sustainable design practices. Project Cost: $432K

Seminole County Land Development Code Update, Seminole County, FL — Project planner. Project coordination with staff and updates to various sections including new standards for mixed use development and attainable housing. Project Cost: $255K

Orange Code, Orange County, FL — Project planner. Rewriting Orange County's current Land Development Code with a new and simplified Form-Based Smartcode. Planning analysis, public visioning and design workshops; General and Physical Assessment of current Land Use Code. Project Cost: $1.4M

Relevant experience prior to joining Kimley-Horn:

MetroPlan Orlando Long Range Transportation Plan 2040, Orange, Osceola, and Seminole Counties, FL — Principal planner; development of updated projections for a sustainable land use scenario to improve transportation outcomes in the metropolitan area. Coordination with counties and cities' planning staff to develop transportation and land use efficiency strategies.

LYNX SR50 Phase 1 Station Area Analysis, Orlando, FL — Principal-in-charge; Subconsultant; Tasks included analysis of transit-readiness for bus rapid transit station areas, transit-oriented development concept plans, and three-dimensional urban design illustrations.

Town of Windermere, FL: Principal-in-Charge —Tasks included vision planning, downtown redevelopment, master plan through construction, hardscape, landscape and roadway improvements; developed a 2020 Vision Plan for the Town of Windermere including design guidelines, roadway improvement plan, and creation of a pedestrian-friendly main street with a strong sense-of-place.

Titusville Tomorrow, Titusville, FL — Principal-in-charge; Development of a Community Vision and Comprehensive Plan update for a city of 45,000 people including downtown revitalization strategies, waterfront planning, corridor branding, and multimodal policy.

Orange Code, Orange County, FL — Principal-in-charge; Rewriting Orange County's current Land Development Code with Form-Based Smartcode. Planning analysis, Assessment of Current LDC public visioning and design workshops.

Years of Experience: 31
Years with Kimley-Horn: 18

PROFESSIONAL CREDENTIALS

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science, Psychology, East Tennessee State University
- American Institute of Certified Planners #014572
- American Planning Association (APA)
- Florida Planning and Zoning Association (FPZA)

SPECIAL QUALIFICATIONS

- Has more than 31 years of planning experience in Florida, Kentucky, North Carolina, South Carolina, Georgia, Virginia, and Tennessee
- Extensive experience working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning and plan implementation
- Extensive knowledge of land and entitlements planning, comprehensive planning, development-related issues, public policy, funding coordination, urban growth boundaries and management, urban/rural design, mobility projects; form-based codes
- Experienced in coordinating and conducting public meetings and presentations, including public involvement plans, and visioning

Kimley»Horn

Kelley Klepper, AICP

Master Planning

RELEVANT EXPERIENCE

Merritt Island Redevelopment Agency Continuing Landscape Architecture and Planning Services, Merritt Island, FL — Project manager. Kimley-Horn is providing landscape architecture and planning services for the Merritt Island Redevelopment Agency. Specific projects include:

- **Merritt Island Redevelopment Agency (MIRA) Commercial Core Land Use and Infrastructure Report —** Project manager. Led the land use and engineering team that prepared the land use and infrastructure report including a carrying capacity analysis based on existing and projected development, adopted capital improvements plan, zoning and land use provisions, and regional stormwater master plans. This plan also analyzed future capital improvements needs and a possible Complete Streets enhancement project for Sykes Creek Boulevard.

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

Titusville Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL — QA/QC reviewer and planner for the Kimley-Horn team that was selected by the City of Titusville to prepare new land development regulations for the Central Business District, update the City's Urban Design Manual, and prepare a Downtown Stormwater Master Plan. The Downtown Master Plan recently approved by the Community Redevelopment Agency identified stormwater as one of the major impediments to redevelopment within the Central Business District. Additionally, the current land development regulations were not consistent with the Downtown Master Plan Vision, and the Urban Design Manual had not been updated in more than 20 years. The City's objective was to develop a downtown stormwater strategy and program and then codify this program while restructuring the land development regulations to implement the vision of the Downtown Master Plan, including changes to parking, signage, building placement, orientation, and more. The City is working to ensure that development in the Downtown area proceeds in accordance with updated the standards and consistency for future development.

DeSoto County Countywide Multimodal Greenway, Bicycle, and Sidewalk System Master Plan, DeSoto County, FL — Project planner for the Kimley-Horn team that created a Countywide Greenway, Bicycle, and Sidewalk System Master Plan for DeSoto County. The FDOT Local Agency Program (LAP) grant-sponsored master plan achieves a comprehensive countywide network of greenways/trails, bicycle, and sidewalk systems to provide recreation and transportation options for DeSoto County residents. The plan provides an inventory of existing conditions throughout the County and identifies possible connections to surrounding counties. These conditions were used to determine the best locations for various trails, bicycle, and pedestrian activities relating to safety, connectivity, health, and education. Using input from County staff and the community, the Kimley-Horn team defined program goals and objectives within an overall policy context and identified key challenges, needs, and opportunities for the development of an effective countywide system. The plan includes an implementation strategy for funding and scheduling construction projects in a series of phases as part of a prioritization system developed by the team, which was based on criteria such as feasibility, connectivity, and types of uses.

Years of Experience: 8
Years with Kimley-Horn: 8

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida #87920
- FDOT Temporary Traffic Control #53817
- Institute of Transportation Engineers (ITE)

SPECIAL QUALIFICATIONS

- Has eight years of experience in transportation engineering
- Experience in transportation planning providing regional trip distribution analysis, multimodal transportation planning, GIS support, corridor studies, and traffic impact studies
- Traffic operations and design experience including signal design, signing and pavement marking layouts, signal warrant analyses, and lighting design.
- Technical experience in analysis and design software includes MicroStation, AutoCAD, CUBE, GIS, Synchro, SIDRA, and AGI32.

Tiffany Parker, P.E., TTC

Traffic Signalization/ITS

RELEVANT EXPERIENCE

ITS Master Plan, MetroPlan Orlando, Orlando, FL — Project engineer for the development an ITS Master Plan for the MetroPlan Orlando area, which includes Seminole, Orange, and Osceola counties as well as the City of Orlando, LYNX, and smaller cities in the 3-county area. This master plan 1) determined ITS vision, goals, and objectives and establish a business case for the improvements, 2) coordinated with stakeholders and document existing conditions/infrastructure, 3) identified ITS needs, 4) identified applicable ITS strategies, 5) developed a system architecture that complies with federal state requirements and meets local agency needs, 6) developed a Concept of Operations, and 7) developed a prioritized ITS Master Plan with an implementation strategy for the near-term and future deployment, maintenance, and operations of the ITS. The plan accounted for emerging technologies in vehicles and devices used in transportation infrastructure and communication systems.

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis (2017), FL — Project engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Town of Windermere Continuing Professional Services (includes Areawide Traffic Study and Park Avenue Improvements), Windermere, FL — Project engineer. In 2013, the Town of Windermere selected Kimley-Horn to perform an areawide traffic study. Tasks may include road classifications, traffic counts, access roadway conditions and recommendations for improvements, comprehensive traffic operations and safety analysis, obtain and evaluate crash data for three years to determine the need for safety improvements, inventory the Town's current bicycle and pedestrian paths, and public involvement, among others.

All Electronic Tolling (AET) 5B, Sawgrass Expressway Design-Build, Florida's Turnpike Enterprise, , FL — Project engineer. This project involves the AET conversion of 20 miles of the Sawgrass Expressway from I-595 to Florida's Turnpike in Broward County, including two mainline toll plazas and fifteen ramp plazas. The conversion included demolition, grading, paving, maintenance of traffic, signing and pavement markings, lighting modifications, drainage, permitting, ITS, utility coordination, tolling, architecture with MEP, and landscaping. Kimley-Horn's scope also included signing and pavement marking plans, including structural design, lighting plans, ITS plans, and landscaping plans.

Sand Lake Road Interchange Design, Florida's Turnpike Enterprise, Orlando, FL — Project engineer on the Kimley-Horn team currently providing design services for the implementation of a new interchange at the crossing of the Florida's Turnpike and Sand Lake Road. Our efforts include the design of a Modified Single Point Urban Interchange with the inclusion of four new connecting ramps and the replacement of the Sand Lake Bridge over the Turnpike. Other efforts include two new signalized intersections, new signage along Sand Lake Road and along the Florida's Turnpike (one mile south and one mile north of Sand Lake), design of two new toll plazas, and ITS reconstruction for approximately three miles (including CCTV cameras, MVDS, Variable Message Signs and trunk line design).

Years of Experience: 11
Years with Kimley-Horn: 11

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida #84306
- FDOT Temporary Traffic Control #608436
- Traffic Signals I in Florida #AA_141353
- Traffic Signals II in Florida #BE_141353
- Women's Transportation Seminar (WTS)

SPECIAL QUALIFICATIONS

- Transportation engineer with 11 years of experience
- Traffic operations and design experience includes FDOT D5 Smart Signals design, mast arm and strain pole modifications utilizing flexible backplates, replacement of traffic monitoring sites, RRFB, HAWK, and MPS design, and intelligent transportation system design and modifications.
- Additional experience included railroad crossing alert systems, signing and pavement marking layouts including the railroad crossing dynamic envelope, temporary traffic control plans, signal timing evaluations and implementations, signal warrant analyses, operational evaluations, safety studies, ADA implementation, and intersection control evaluations (ICE).
- Proficient in Turns5, GIS, Synchro, HCS, SIDRA, Traffix, CUBE, CORSIM, MicroStation, AutoCAD, and AutoTURN
- Certified in FDOT Advanced Maintenance of Traffic

Kimley»Horn

Nicole Heck, P.E.

Traffic Signalization/ITS

RELEVANT EXPERIENCE

Continuing Traffic/Transportation Services, Osceola County — Project manager on the Kimley-Horn team which provides a variety of transportation engineering services including countywide data collection and analysis, participation with MetroPlan Orlando, and countywide travel demand modeling. Under this contract, Kimley-Horn completed an arterial analysis along Osceola Parkway to identify implementable short-term, medium-term, and long-term projects to improve operating characteristics, from Flora Boulevard to Florida's Turnpike. Analyses were performed to evaluate safety, access management, signal timings and phasing, turn lane lengths, a preliminary signal warrant analysis, and TSM&O alternatives. Kimley-Horn has also designed traffic signals under this contract at the intersections of Oak Street and Central Avenue (replacement) and Osceola Parkway at I-4 Eastbound Ramp (replacement) which include interconnect design and communications plans, replacement of existing pedestrian signalization devices to meet current ADA and FDOT standards, and coordination with existing utility providers regarding conflicts with the proposed mast arms and development of a utility conflict plan sheet.

ITS Master Plan, MetroPlan Orlando, Orlando, FL — Project engineer for the development of an ITS Master Plan for the MetroPlan Orlando area, which includes Seminole, Orange, and Osceola counties as well as the City of Orlando, LYNX, and smaller cities in the 3-county area. This master plan 1) determined ITS vision, goals, and objectives and establish a business case for the improvements, 2) coordinated with stakeholders and document existing conditions/ infrastructure, 3) identified ITS needs, 4) identified applicable ITS strategies, 5) developed a system architecture that complies with federal state requirements and meets local agency needs, 6) developed a Concept of Operations, and 7) developed a prioritized ITS Master Plan with an implementation strategy for the near-term and future deployment, maintenance, and operations of the ITS. The plan accounted for emerging technologies in vehicles and devices used in transportation infrastructure and communication systems.

City of Ocoee, Continuing Contract for Transportation Planning
Project engineer for numerous Transportation Planning Consulting Services for the City of Ocoee including development of preliminary design concepts for roundabout control implementation at the intersection of S. Bluford Avenue and Geneva Street. Additional services provided include providing reviews for numerous traffic studies submitted to the City for application review, representing the City at development review committee meetings and at public hearings, and performing various analyses to evaluate roadway segment and intersection capacity within the City. Kimley-Horn has also assisted the City with management of traffic count collection and the development of geographic information system (GIS) tools for quick reference to area traffic counts, current level-of-service (LOS), and other multimodal network attributes. Additionally, Kimley-Horn has performed a corridor study of Clarke Road to develop coordinated signal timings and other improvements to reduce corridor delay and address multimodal safety concerns.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (U.S. 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

Years of Experience: 35
Years with Kimley-Horn: 1

PROFESSIONAL CREDENTIALS

- Master of Science, Chemistry and Aquatic Sciences, Miami University
- Bachelor of Arts, Environmental Sciences, University of Maryland
- Cert Environmental Pro
- Pro Wetland Scientist #3520
- Stormwater Erosion Inspector #52361
- Gopher Tortoise Agent #GTA-23-00037
- Society of Wetland Scientists

SPECIAL QUALIFICATIONS

- Facilitated numerous environmental projects successfully over the past 35 years
- Analyzed industry trends and the competitive landscape, while assisting in the development of strategic business plans
- Successfully supervised contract support and proposed development to project completion
- Provided customer intervention/ resolution, managed client expectation and product delivery, project scheduling, and product quality control
- Designed containment/remediation systems, best management practices, and provided management oversight pertaining to product design and quality control

Mark Romulus, PWS, S.E.

Environmental

RELEVANT EXPERIENCE

Seminole County Water Quality Monitoring Program (Lake Asher, Alton Drive, Howell Creek) Seminole County, FL — Environmental scientist. Seminole County Watershed Management Program has initiated long term monitoring and biological assessments needed to evaluate the health of County waterbodies. This effort is necessary in determining whether they have declining, stable or improving water quality trends. Under this program, the County has been monitoring key waterbodies to analyze the amount of pollution reaching a waterbody from its surrounding watershed, as well as determining the impacts that the pollutants have on the waterbody's long-term health. The project specifically involved the collection of meteorological, hydrologic, and water quality data not only utilized it for watershed assessments but for emergency management purposes.

Little Wekiva River Restoration & Stabilization, Seminole County, FL — Environmental scientist. Over an extensive period of time watershed improvements have intensely impacted Florida valuable water resources. Impacts such as improvements to I-4 have contributed to the filling and eutrophic conditions in the river's main cannel. Through a FDEP grant, SJRWMD and Seminole County have teamed together in order to work towards cleaning out the river corridor and restoring it back to a fully functioning system. Mr. Romulus provided technical services in the evaluation, planning, permitting, and construction oversight of 5,000 + linear-feet of stream corridor. Prior to joining Kimley-Horn, Mark was responsible for assisting engineering staff in the technical approach to remove extensive sedimentation and invasive species development in the river's main channel. Mark assisted in the restoration design plan, development of ERP application, addressing of agency comments, and in the development of final engineering plans and revisions. Mark developed planting plans and overseed the sediment removal and planting phase.

Phosphorus and Nitrogen Export Biosolid Applications In Tributary Watersheds, St. Johns Water Management District (SJRWMD), FL — Environmental scientist. The purpose of this study was to examine the relationship between the timing and magnitude of Class B biosolids applications and trends in total P (TP) and total nitrogen (TN) fluxes in seven St. John's River tributaries and one Lower St. Johns River Basin tributary. Data from this study evaluated annual applications of TP and TN from Class B biosolids occurring in these watersheds. Weighted regressions on time, discharge, and season were used to evaluate long-term trends in tributary TP and TN fluxes. Targeted storm-event and high-frequency sampling was performed to confirm correlations between biosolid application intensity and runoff concentrations.

Cumulative Impacts Analysis Study - FPL Caloosahatchee 230 KV Transmission Line, Hendry County, FL — Environmental scientist. Evaluated potential environmental impacts to existing wetlands previously permitted by SFWMD and FDEP resulting from proposed currently required maintenance activities. A portion of the project involves documenting potential impacts within an existing conservation easement required by the regulatory permitting activity. Prepared a detailed report supported by available GIS and other mapping data.

Proposed Red-Horse Training Facility, Department of Defense (DOD, Department of Air Force) EIS, Hurlburt Field-Eglin AFB, Santa Rosa, Florida — Environmental scientist. Conducted a hazardous material assessment at the above- mentioned facility and prepared an ASTM Phase I Report for DOD review assessing conditions associated with the training facility prior to construction.

Years of Experience: 11
Years with Kimley-Horn: 11

PROFESSIONAL CREDENTIALS

- Master of Science, Marine and Environmental Biology, Nicholls State University
- Bachelor of Science, Wildlife Ecology and Conservation, University of Florida
- Gopher Tortoise Agent in Florida #GTA-18-00039
- Pro Wetland Scientist in Florida #3486

SPECIAL QUALIFICATIONS

- Has 11 years of experience conducting wetland delineations, Florida scrub-jay surveys, gopher tortoise surveys and relocations, sand and blue-tailed mole skink overboard surveys, Johnson's seagrass surveys, crested caracara surveys, wood stork, Florida sandhill crane, Florida burrowing owl, and protected wading birds surveys
- Experience working with municipal, state and federal agencies such as the U.S. Army Corps of Engineers and Water Management Districts
- Experience conducting Efficient Transportation Decision Making (ETDM) Programming Screenings for FDOT and FTE projects
- Experience with NEPA documentation (Environmental Assessments, Categorical Exclusions, Natural Resource Evaluations, Sociocultural Effects Report, Contamination Screening Evaluation Reports, Section 4(f) Determination of Applicability)

Kimley»Horn

Tori Bacheler, PWS

Environmental

RELEVANT EXPERIENCE

Volusia County, Professional Aviation Planning Services for an Airport Master Plan Update at Daytona Beach International Airport (DAB), Volusia County, FL — Environmental scientist responsible for assisting with environmental sections of the Master Plan Update. Provided assessment of wetland and surface water impacts, listed species impacts and sociocultural impacts for different parcels within airport property. Kimley-Horn was selected to provide master planning services for updates at Daytona Beach International Airport. To revise the airport's zoning ordinance our team developed a GIS based, four-tier airspace map to ease the process of identifying potential developments requiring a detailed airspace analysis as a part of a development approval process.

Guana River, Wildlife Management Area Boardwalk, Ponte Vedra Beach, FL — Environmental lead for formal wetland delineation and listed species review and an Environmental Resource Permit application (ERP) through SJRWMD. Although the boardwalk project would typically be permitted by FDEP, due to the project being located within the WMA and therefore owned by the State of Florida, the project was instead permitted through the Water Management District. Kimley-Horn provided civil and environmental engineering services for the development of a new Americans with Disabilities Act (ADA) Boardwalk that connects to the end of the existing boardwalk to the observation tower.

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

Listed Species Survey Southern Boulevard, Royal Palm Beach, FL — Environmental scientist responsible for conducting listed species survey at this approximately 12-acre parcel along Southern Boulevard. Analyst reviewed GIS databases from USFWS and FWC, along with reviewing the Florida Natural Areas Inventory for potential listed species occurrences. Analyst prepared a technical memo detailing listed species usage at this parcel. Kimley-Horn was tasked with providing a zoning change to this parcel, along with permitting and design plans for development.

Lowson Boulevard Roadway Improvements, Delray, FL — Environmental scientist. Kimley-Horn was selected by the City of Delray Beach to provide professional engineering services to assist with the initial design and final design of the roadway improvements to Lowson Boulevard between Dover Road and S.E. 5th Avenue. The project included shared-use paths for pedestrians and cyclists and other improvements for a 2.5-mile segment of the roadway. The project was partially funded through the FDOT LAP program. In addition, the project included intensive public involvement, coordination with TPA and FDOT, shared-use paths, paving and drainage improvements, curbing, signing and pavement marking, two railroad at-grade crossings, signal modifications, and lighting improvements.

Years of Experience: 22
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Arts, Zoology, Ohio Wesleyan University
- Cert Environmental Pro, Certified Ecologist, ESA

SPECIAL QUALIFICATIONS

- Has 22 years of experience in project management, environmental assessments, NEPA documentation, state and federal permitting, SWEPT database documentation, wetland and protected species surveys, and mitigation planning
- Experienced in environmental assessments, GIS, photointerpretation, Section 4(f), and the NEPA process and PD&E guidelines used for development of transportation projects by FDOT
- Authorized Gopher Tortoise Agent for survey, bucket traps, live traps, hand shovel excavation, backhoe excavation, and mark, transport and release
- Knowledgeable of the NEPA process and PD&E guidelines used for development of transportation projects by FDOT

Kimley»Horn

Sarah Johnson, C.E.

Environmental

RELEVANT EXPERIENCE

Osceola County Continuing Engineering Services on a Task Authorization Basis (2020), FL —Environmental task manager. Kimley-Horn is currently providing a variety of transportation engineering services to the County under this continuing contract. Services include but are not limited to professional services support, planning, design services, and construction management. The following task order(s) completed under this contract include: Kings Highway Over Partin Canal Scour Analysis and Repair -- Kimley-Horn was selected by Osceola County to provide scour analysis and bridge repair services for the bridge at Kings Highway over Partin Canal. Services include scour critical bridge field review; repair plan and cost estimation; scour analysis; scour repairs; hydraulic assessment and analysis; post design services; and permit coordination with the water management district and the Army Corp of Engineers as required.

Space Coast Trail PD&E Study & Final Design, FDOT District Five, Orlando, FL — Environmental scientist. The project is located within Brevard and Volusia counties and the proposed trail would become part of the Coast to Coast Trail and St. Johns River to Sea Loop Trail. The approach is to conduct a PD&E study for the trail along various alignments, to consider the environmental impacts associated with each alignment and coordinate with the federal agency partners for consistency with the MINWR and CANA management plans. As a part of the public involvement strategy, monthly coordination meetings are held with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), National Aeronautics and Space Administration (NASA), Space Coast TPO, and City of Titusville. The public involvement approach also includes extensive outreach to trail advocates and active visitors to MINWR and CANA. The existing conditions and data collection plan includes conducting wetlands mapping, Florida scrub-jay surveys, gopher tortoise surveys, and cultural resources surveys to determine the environmental effects and required mitigation for the proposed trail. After completing the PD&E study for this 30-mile-long proposed 8- to 12-ft-wide bike/ped trail, Kimley-Horn was selected to design and prepare construction plans for the first 11-mile-long section. Design services include pavement design (concrete pavement for railroad crossing), structural design (box culvert and overhead cantilever signage), signing and pavement marking, milling and resurfacing, ADA accommodations, drainage design, intersection design, utility coordination, and environmental permitting (wetland impacts and mitigation plan).

Poinciana Parkway Extension/I-4 Connector, Central Florida Expressway Authority, FL — Environmental scientist providing protected species surveys and NEPA documentation of findings in the Natural Resources Evaluation report. Kimley-Horn conducted a Concept, Feasibility and Mobility Study for this planned expressway which widens the existing Poinciana Parkway and extends it to I-4. Existing environmental and physical constraints were identified, which included mitigation banks, cemeteries, and extensive utilities. Alternative alignments were developed to minimize impacts and these alternatives are currently being evaluated. Due to development, a cemetery and utility constraints, a critical factor for determining feasibility of the expressway is its interchange connection to I-4; therefore, interchange concepts were developed to determine the feasibility of tying into I-4 at two different locations. Extensive stakeholder meetings and coordination occurred with property owners, utilities, developers, local governments, FDOT and Florida's Turnpike. Protected species surveys were required including crested caracara nest surveys.

SR 659 (Combee Road) PD&E Study from US 98 to North Crystal Lake Drive, FDOT District One, Lakeland, FL — Lead environmental scientist who provided evaluation of roadway alternatives with respect to wetland and protected species involvement and documented findings in NEPA Natural Resources Evaluation report.

Years of Experience: 12
Years with Kimley-Horn: 6

PROFESSIONAL CREDENTIALS

- Master of Engineering, Structural Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida #78547
- Professional Engineer in Minnesota #55287
- American Society of Civil Engineers (ASCE), Board Member

SPECIAL QUALIFICATIONS

- Has 12 years of experience in structural engineering
- Experience in complex bridge design, including post-tensioned pier caps, curved steel box girders, haunched prestressed beams, and post-tensioned concrete U-beams
- Software Aptitude: FB Multi Pier, FDOT Beam Stability, FDOT Biaxial Column, FDOT LRFD Box Culvert, FDOT LRFD Prestressed Beam, GEOPAK, LARSA 4D (FEM), MathCAD, MicroStation, RC Pier, Smart Bridge Suite, SPWall 911 Sheet Pile Design, Shoring8, STAAD (FEM), MDX

Joe Roberts, P.E.

Structural Engineering

RELEVANT EXPERIENCE

Osceola County Continuing Engineering Services on a Task Authorization Basis, FL — Structures task manager. Kimley-Horn is currently providing a variety of transportation engineering services to the County under this continuing contract. Services include but are not limited to professional services support, planning, design services, and construction management. The following task order(s) completed under this contract include: Kings Highway Over Partin Canal Scour Analysis and Repair -- Kimley-Horn was selected by Osceola County to provide scour analysis and bridge repair services for the bridge at Kings Highway over Partin Canal. Services include scour critical bridge field review; repair plan and cost estimation; scour analysis; scour repairs; hydraulic assessment and analysis; post design services; and permit coordination with the water management district and the Army Corp of Engineers as required.

LYNX Bus Shelter Program Management, Orlando, FL — Structural engineer providing design, permitting, and construction administration services for bus shelter sites throughout Central Florida. This project includes multiple shelter types and manufacturers with site visit, structural, drainage, site design, roadway design, and construction tasks. The shelters sites are designed for roads with and without curb and gutter, with and without drainage swales, and on state or local roads. Primary design challenges are associated with implementing shelters with ADA compliant boarding and alighting areas within various drainage and utility alignments. Kimley-Horn is serving as an extension of LYNX staff, with design adjustments to minimize additional costs and impacts. This project includes miscellaneous tasks such as verifying structural design of shelters, monitoring installation of LYMMO infrastructure, and verifying pay item requests.

Thompson Nursery Road Extension, Winter Haven, FL — Project manager. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn's has been tasked with finalizing the design of Segment 1 (started by another firm) and preparing an alignment study and final design plans for the design/construction of Segments 2, 3 and 4. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, and railroad coordination.

City of Flagler Beach 27th St. Dune Crossover, Flagler Beach, FL Structural engineer of record for an emergency replacement of a timber dune crossing adjacent to 27th Street in Flagler Beach. The design of this 47 foot structure consisted of wood alternative decking supported on timber piling and spanning environmentally sensitive dune fauna. Kimley-Horn coordinated with the Department of Environmental Protection (FDEP) and U.S. Fish and Wildlife Conservation Commission (FWC) for the design of this project.

CR 532 (Nova Road) Bridge Repair Project, Osceola County, FL (Continuing Services Contract — Project manager and structural engineer of record for this project that included bridge repair services at 4 bridge sites along CR 532 (Nova Rd). Bridge locations include Canal C-32, Econlockhatchee, Taylor Creek and Cox Creek Canal. Services include bridge field review; repair plans and cost estimation; post design services; and permit coordination with the water management district and the Florida Department of Environmental Protection. Repairs include guardrail replacement, thriebeam retrofits, deck spall repairs, pile jackets and expansion joint repairs.

Years of Experience: 8
Years with Kimley-Horn: 2

PROFESSIONAL CREDENTIALS

- Master of Science, Structural Engineering, North Carolina State University
- Bachelor of Science, Civil Engineering, Clemson University
- Professional Engineer in Florida #93862

SPECIAL QUALIFICATIONS

- 8 years of structural engineering experience
- Experience in analysis and design of superstructures and substructures in a wide variety of bridge types
- Other experience includes box culvert design and extension, MSE wall design, C-I-P cantilever retaining wall, mast arm design, strain pole design, and load rating bridges
- Software experience Leap Openbridge, Leap Concrete, Leap Steel, Microstation, Risa-3D, STADD, and Revit
- Active member of American Society of Engineers (ASCE) and Society of Hispanic Professional Engineers (SHPE)

Nolan Villatoro, P.E.

Structural Engineering

RELEVANT EXPERIENCE

Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL — Structural engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Structural engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (U.S. 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

Florida's Turnpike Widening from Glades Road to Atlantic Avenue, Florida's Turnpike Enterprise, Palm Beach County, FL Project engineer. Kimley-Horn is providing design services to widen the Turnpike from six to eight lanes. The project specific tasks included encroachment into the Lake Worth Drainage District E-2W canal to facilitate the project widening needs. Other pertinent task include bank stabilization of the E-2W canal, replacing the Yamato Bridge over the Turnpike, widening the Turnpike bridge over Clint Moore Road, replacing the bridge over the L-38 Canal, noise barrier design, lighting design, signing and pavement markings, and utility coordination. One of the primary objectives of the transportation improvements is the avoidance and relocation of the Florida Gas Transmission Gas main located within specified border width. This will require deviation from FDOT standard operating design procedures.

Apopka Transportation Planning and Traffic Engineering Continuing Services, Apopka, FL — Structural engineer. The City of Apopka selected Kimley-Horn to provide continuing planning and traffic engineering services. Example projects include:

- Kelly Park Road Analysis, Apopka, FL – This multimodal corridor study determined the preferred typical sections and developed concept plans that will allow the City of Apopka to move into the right-of-way and design phase. The study area consists of Kelly Park Road from Round Lake Road to Rock Springs Road, approximately 5.1 miles in length. The study included an environmental assessment, existing drainage assessment, development of future traffic volumes and corresponding roadway improvement needs. Project documentation will allow the City to compete for potential funding opportunities through MetroPlan Orlando as well as discretionary grants.

Years of Experience: 10
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Environmental Studies and Geography, Florida State University
- American Institute of Certified Planners #30894
- American Planning Association (APA)

SPECIAL QUALIFICATIONS

- Joe has 10 years of experience providing grant writing services for public-sector clients
- Supports FDOT's statewide metropolitan planning program through planning consistency reviews, long range planning document review and support, project prioritization, fiscal analysis, internal and external partner coordination, implementation of trainings, and other services
- Leads FDOT's statewide federal discretionary grant process statewide through oversight of project identification and screening, grant writing, benefit-cost analyses, staff training, partner coordination, and state/federal compliance
- Supports FDOT's statewide community planning program and statewide resilience program

Kimley»Horn

Joe Crozier, AICP

Grant Support

RELEVANT EXPERIENCE

Grants Coordination and Technical Support Services, Statewide Planning Consultant, FDOT Central Office of Policy Planning, Tallahassee, FL — Project manager. Kimley-Horn is providing federal discretionary grant support services, leading this statewide program for FDOT. The Kimley-Horn team has overseen the development and submission of 20+ federal grants, winning nearly $50 million in two years. Assignments under contract include the development of federal grant application packages including benefit-cost analyses, narrative development, information compilation, and graphic design; support for Fall 2022 regional planning workshops including preparation, coordination, setup, materials, and facilitation; development of federal grant press releases and other materials for the FDOT Communications and PIO offices; development and support for federal grant coordination meetings for FDOT executive leadership and the FDOT grant review team; coordination with District staff for federal grant screening and development; maintenance and improvements to the FDOT Federal Grant SharePoint site; review of federal grant applications for consistency with state and federal requirements; and development of grant fact sheets and other materials. Specific grants written under this contract include:

- **I-95 North Freight Exchange (I-95 NFX), FDOT District Two –** Project manager. Prepared a USDOT INFRA grant application requesting $75 million for the I-95 NFX project to remove a bottleneck and maximize mainline I-95's operational capabilities and reimagine interchanges between J. Turner Butler Boulevard and Atlantic Boulevard on I-95 in Jacksonville, FL. The project was chosen because it serves as a strategic link in a 30-year investment strategy to modernize I-95.
- **Tampa Heights Mobility Corridor, FDOT District Seven –** Project manager. Supported a USDOT RAISE Grant application to create an exclusive transit lane, widen sidewalks, install new crosswalks, improve intersection geometry, and improve the storm sewer system on approximately 2 miles of the Heights Mobility Corridor in Tampa, Florida. The project will significantly enhance safety for regional multimodal transportation in this critical corridor. The grant application was successful and the project received $18,000,000.
- **SMART St. Augustine, FDOT Two –** Project manager. Composed a USDOT RAISE Grant application for citywide deployment of innovative transportation technologies such as smart parking, bicycle and pedestrian improvements, electric vehicle charging stations, and other transportation improvements in the City of St. Augustine, Florida. Smart parking and bicycle amenities, among other improvements, will facilitate tourist access in this City that receives an estimated 6 million visitors annually. The grant application was successful and the project received $12,263,159.
- **I-4 West Central Florida Truck Parking Facility, FDOT Seven –** Project manager. Supported a USDOT INFRA grant application to fund the construction of a new truck parking facility with approximately 120 spaces, electric charging stations, and pedestrian infrastructure to access nearby commercial amenities. The truck parking facility will be connected to the FDOT's Truck Parking Availability System to assist commercial vehicle operators in identifying available parking locations. The grant application was successful and the project received $15,000,000. Onsite Signal Safety Improvements (OSSI), FDOT District Four – Project Manager. Developed a 2022 Commuter Authority Rail Safety Improvement program grant for the South Florida Regional Transit Authority and FDOT. The OSSI project was selected to receive a $12,919,248 grant to modernize 25 rail crossings on its Tri-Rail commuter rail line in the Florida Counties of Broward, Miami-Dade, and Palm Beach. The project will upgrade LED lights and update signal houses, gate mechanisms, cantilevers, and more. The rail line is in an area where vehicular traffic has increased and where train traffic is expected to increase.

Years of Experience: 27
Years with Kimley-Horn: 5

PROFESSIONAL CREDENTIALS

- Master of Science, Geography, Florida State University
- Bachelor of Science, Telecommunication, University of Florida
- American Institute of Certified Planners #32054
- American Trails, Advisory Board Member
- American Planning Association (APA), Member

SPECIAL QUALIFICATIONS

- Has more than 27 years of experience consisting of long range planning, program administration, project implementation, policy analysis and development, financial programming, performance management, intergovernmental coordination, collaboration, public involvement, and community engagement
- Extensive knowledge of multimodal transportation planning, programming and project development; land use and transportation interface; multi-use trail planning, development and management; urban and regional planning; economic and tourism initiatives; parks and recreation; and trends and emerging issues
- Has led state level planning efforts through previous roles such as Chief Planner with FDOT and Chief of the Office of Greenways and Trails at FDEP

Kimley»Horn

Jim Wood, AICP

Public Outreach

RELEVANT EXPERIENCE

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Daytona Beach, FL — Deputy project manager. Jim's responsibilities included coordination of policy, planning and public involvement tasks; presentation of work and milestones to TPO Board and committees; oversight of deliverables and ongoing client coordination. He helped shape the plan's prioritization criteria and oversaw development of technology, resilience and funding scenarios that informed development of the final Cost Feasible Plan and provide direction for future implementation actions. Jim coordinated and facilitated Focus Group Workshops to receive meaningful input from business, tourism, agency and citizen representatives. He was also instrumental in guiding transition of the public involvement components from in-person to virtual formats in the wake of COVID-19.

Paradise Coast Trail Vision and Feasibility Study, Naples, FL — Project manager. Jim led development of the Vision and Feasibility Study for the 70 miles of Paradise Coast Trail in support of the Naples Pathway Coalition (NPC), FDOT District One, Collier County, the City of Naples, and the Collier MPO. The Vision encompassed development of a Conceptual Corridor, Action Plan, and Promotional Toolkit. The completed Vision enabled NPC to successfully pursue state and local funding for the Paradise Coast Trail Feasibility Study. Jim oversaw development of the Feasibility Study which consisted of a partner agency Project Charter; a systemwide Existing Conditions Summary; Stakeholder and Public Outreach including use of Kimley-Horn's KollabSpace virtual meeting space platform; a comprehensive Feasibility Analysis with identification of preliminary alternatives; an Implementation Action Plan to define the path forward to program and systematically complete the system; and the final Pathway Report. The project was completed on time and with full concurrence of all agency partners.

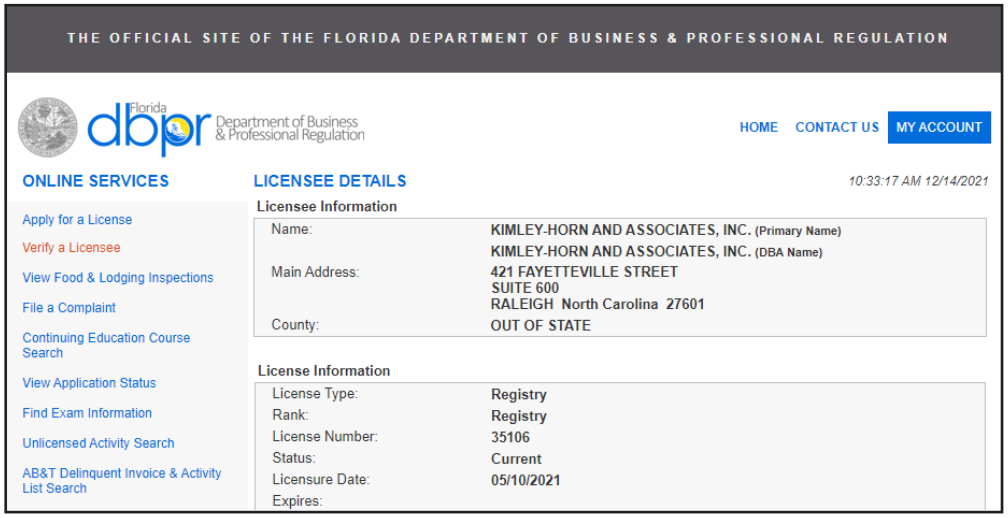
Lake-Sumter MPO List of Priority Projects (LOPP), Lake and Sumter counties — Project manager. Jim directed the revision of Lake-Sumter MPO's LOPP process which defines the MPO's highest priority unfunded projects. He oversaw implementation of LSMPO's Top 20 list with formalization of project tier categories. This effort led to improvements in overall LOPP coordination, elevating the quality of project information provided to FDOT. The effectiveness of the LOPP process led to 14 of LSMPO's Top 20 projects being programmed for funding in 2020. For the 2021 LOPP, Jim led development of new LOPP partner guidance and a project screening approach to aid sponsors through the process. LSMPO highlighted these efforts asNoteworthy Practices and Achievements in its annual 2020 FDOT Joint Certification. Project Cost: $118K

Local Agency Program (LAP) Policy Facilitation and Review, FDOT District Five — Project manager. Jim served as advisor to District Five and provided the collaborative keynote address for the LAP Policy Incubator Workshop which was attended by nearly 50 local agency representatives. FDOT is responsible for oversight of the Local Agency Program which provides a mechanism for local governments and other certified entities to develop, design, and construct transportation facilities with federal funds. FDOT District Five proposed a district-specific LAP policy to address certain program issues. Jim conducted a process and policy review and participated in pre- and post-workshop district meetings to provide consultation. He prepared a final report that summarized observations from the workshop, provided recommended policy revisions, and outlined recommended next steps for effective policy implementation.

Proof of Licensure/Certifications

On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm. Additional information about this can be found on the Florida Board of Professional Engineers website: https://fbpe.org/licensure/licensure-process/engineering-firms/.

However, Kimley-Horn's Registered Professional Engineering license screenshot from the Florida Board of Professional Engineers/ Department of Business and Professional Regulation (DBPR) website is included below.



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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

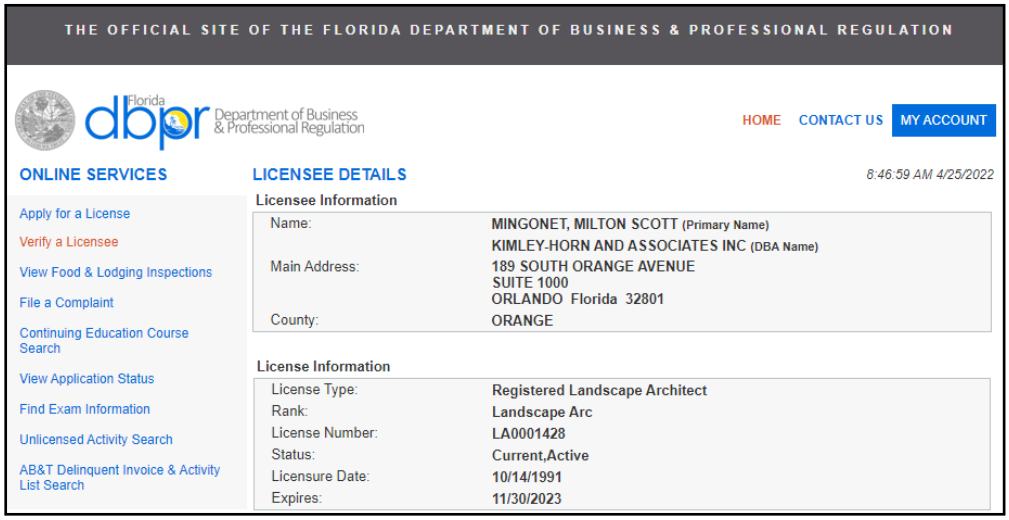
10:33:17 AM 12/14/2021

Licensee Information

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information

License Type:	Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	



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LICENSEE DETAILS

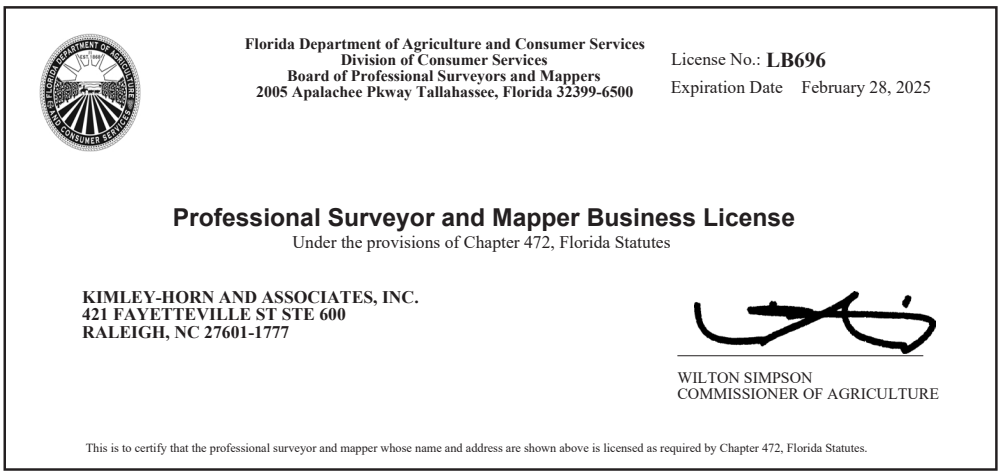
8:46:59 AM 4/25/2022

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
	KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

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

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023

Secretary of State

Tracking Number: 9937240518CC

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

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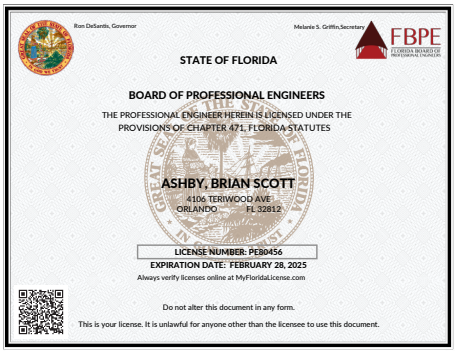
Ron DeSantis, Governor
Melanie S. Griffin, Secretary
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BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
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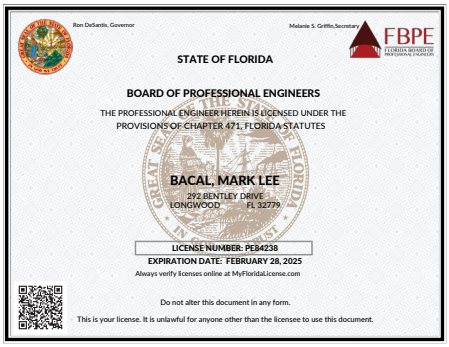
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LONGWOOD FL 32779
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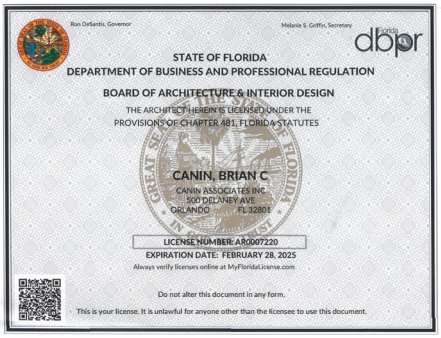
Ron DeSantis, Governor
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
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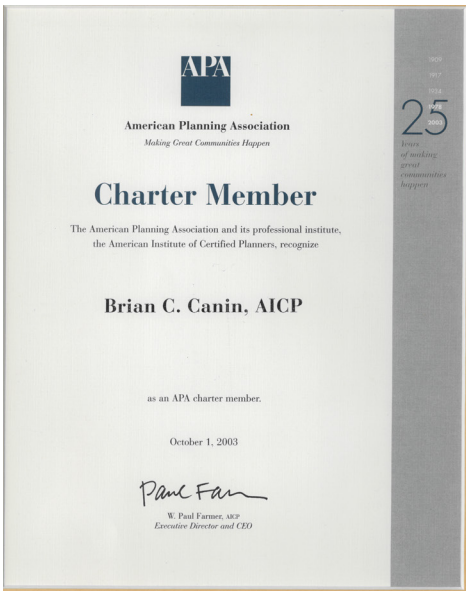
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25 years of making great communities happen
Charter Member
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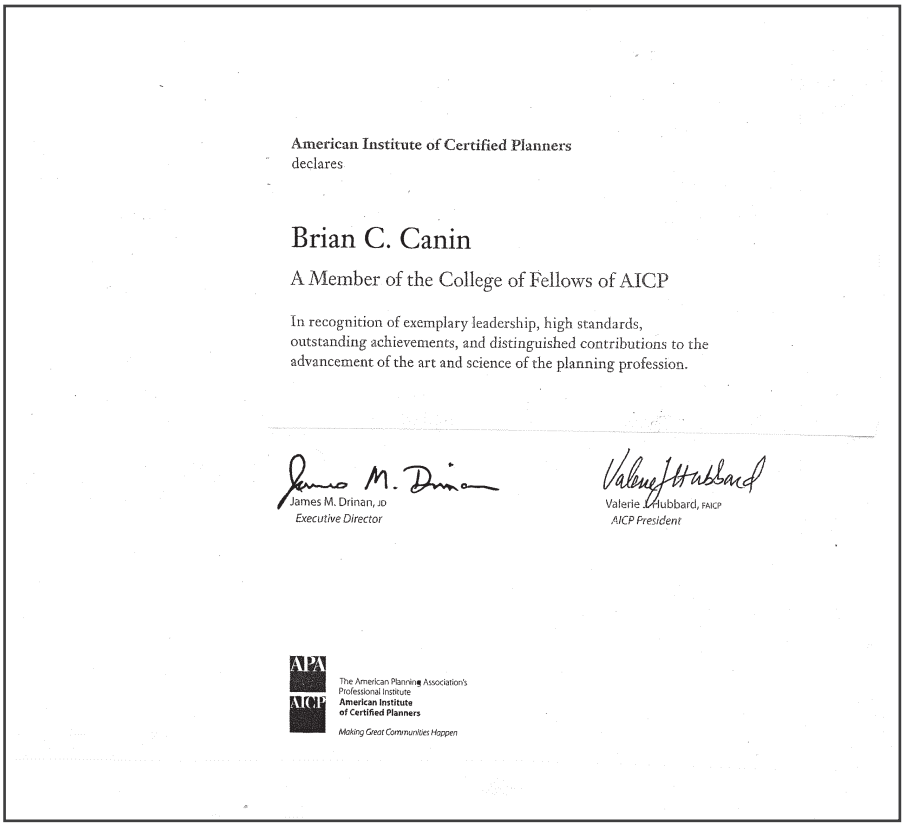
Brian C. Canin, AICP
as an APA charter member.
October 1, 2003
W. Paul Farmer, AICP
Executive Director and CEO


American Institute of Certified Planners
declares
Brian C. Canin
A Member of the College of Fellows of AICP
In recognition of exemplary leadership, high standards, outstanding achievements, and distinguished contributions to the advancement of the art and science of the planning profession.
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Valerie Hubbard, FAICP
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APA AICP
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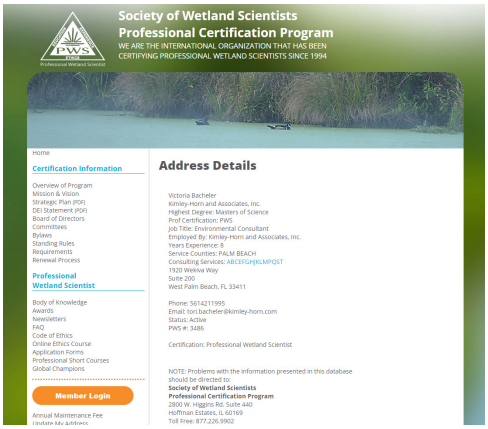
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Application Forms
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Kimley-Horn and Associates, Inc.
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Prof Certification: PWS
Job Title: Environmental Consultant
Employed By: Kimley-Horn and Associates, Inc.
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Service Counties: PALM BEACH
Consulting Services: ABCEFGHJKLMPQST
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West Palm Beach, FL 33411
Phone: 5614211995
Email: tori.bacheler@kimley-horn.com
Status: Active
PWS #: 3486
Certification: Professional Wetland Scientist
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Professional Certification Program
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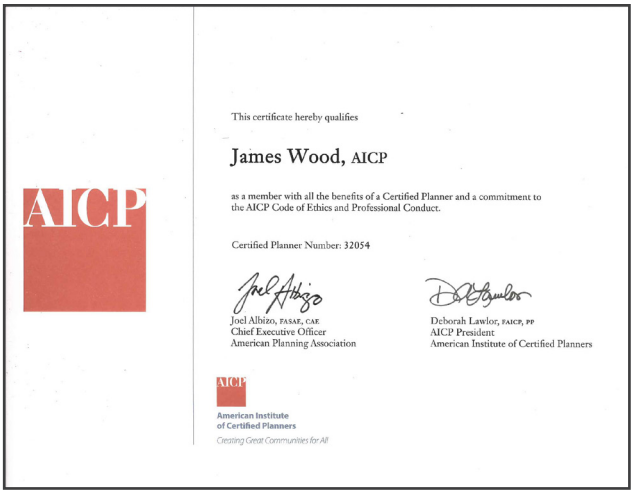
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AICP President
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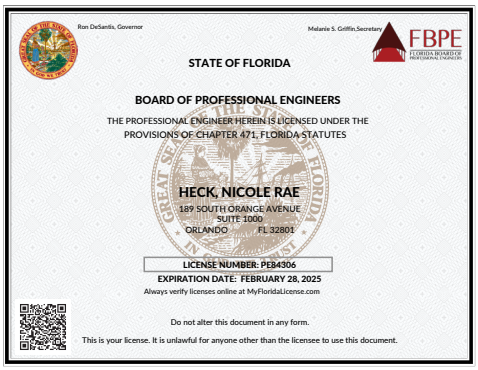
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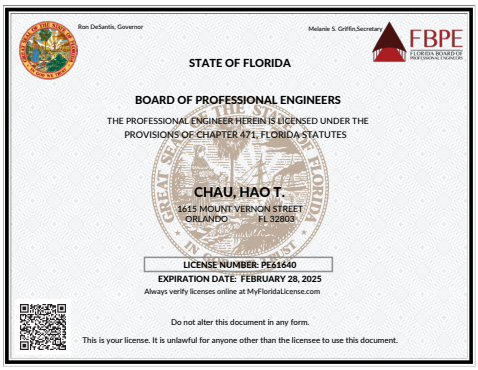
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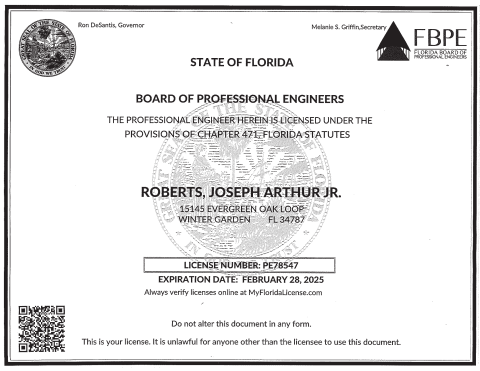
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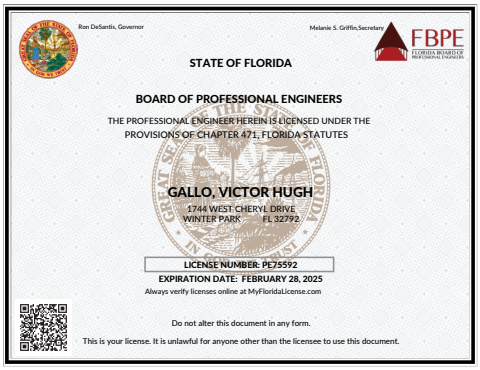
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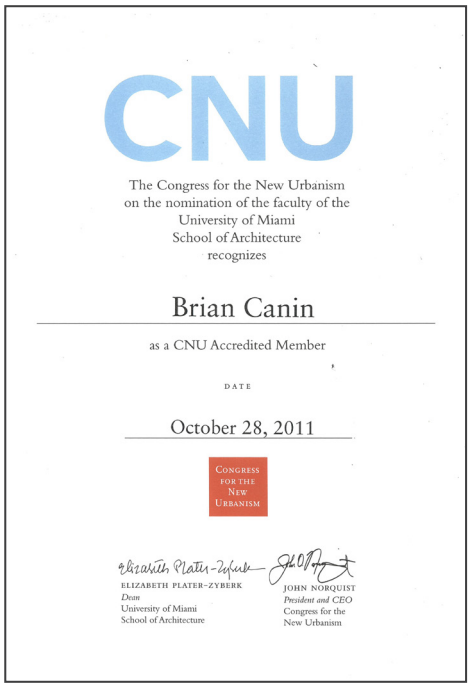
CNU
The Congress for the New Urbanism
on the nomination of the faculty of the
University of Miami
School of Architecture
recognizes
Brian Canin
as a CNU Accredited Member
DATE
October 28, 2011
Congress for the New Urbanism
ELIZABETH PLATER-ZYBERK
Dean
University of Miami
School of Architecture
JOHN NORQUIST
President and CEO
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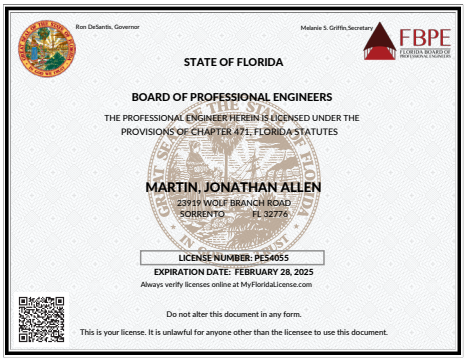
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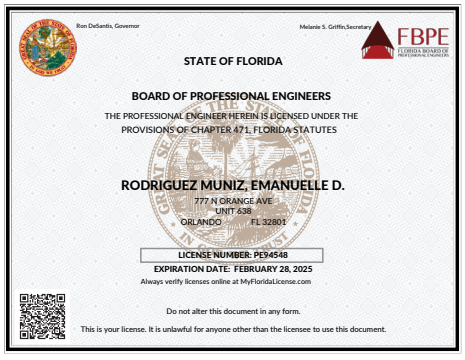
Sarah Johnson
meets the requirements as a certified
Ecologist
and is governed by the Society's Code of Ethics.
Certified by the Ecological Society of America from
June 1, 2020 through June 30, 2025
Chair, Board of Professional Certification
President, Ecological Society of America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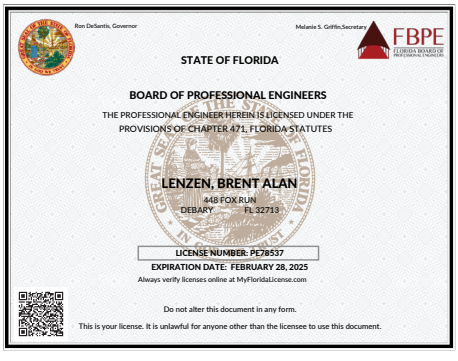
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August 17, 2020

B. Kelley Klepper, AICP
Kimley-Horn and Associates
1777 Main Street
Suite 200
Sarasota, FL 34236

RE: AICP Certification Verification

Please accept this letter as confirmation that B. Kelley Klepper, AICP is a current member, in good standing, of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

AICP Certification Start Date: 7/1/1999
AICP Certification Number: 014572

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become AICP, please see our website www.planning.org/aicp.

Please let us know if we can offer any additional assistance.

Sincerely,

Ryan Zack, Certification Maintenance Associate

The American Planning Association's Professional Institute

1030 15th St, NW Suite 750 West
Washington, DC 20005

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205 N. Michigan Avenue
Suite 1200
Chicago, IL 60601-5927
p: 312.431.9100

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Society of Wetland Scientists Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Mark Romulus

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 6/13/2022. Professional Wetland Scientist number 3520. Due to recertify by 6/13/2027.

Rob McInnes, PWS, President

Robert D. Sitzmann, Ph.D., PWS, Review Panel Chair

---

esa

The Ecological Society of America

Founded 1915

The Ecological Society of America, upon recommendation of the Board of Professional Certification, hereby certifies that

Mark Romulus

meets the requirements as a certified

Senior Ecologist

and is governed by the Society's Code of Ethics.

Certified by the Ecological Society of America from June 1, 2022, through June 30, 2027

Chair, Board of Professional Certification — *President, Ecological Society of America*

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TAB D

OVERALL PROJECT APPROACH

RFSQ #23-18 Professional Engineering Services

TAB D - OVERALL PROJECT APPROACH

Kimley-Horn has an established relationship with the City of Port Orange, continuously completing successful tasks. Our internal staff, as well as our selected subconsultants, have been working well together on multidiscipline projects for years, and we are confident in our ability to successfully complete any of the tasks requested in this RFQ. We have assembled a diverse project team that have the technical and interpersonal skills to cohesively work as an extension of City Staff.

Innovative Solutions

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to serve our clients. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We use the depth of our local experience and the vast technical knowledge of our national experts to merge tried and true practices with emerging technologies. We know how to think outside of the box and recognize what trends offer sound design advantages. The table below illustrates representative projects incorporating innovative techniques that have added cost savings, value, and quality for our clients.

PROJECT	INNOVATION
Plantation Bay Wastewater Treatment Facility (WWTF) Process Design *Flagler County*	» Secured a **$5.7-million SRF loan** to fund construction of the WWTF expansion » Secured another **$500,000 St. Johns River Water Management District REDI grant** for this project
Wastewater Treatment Facility (WWTF) Headworks Rehabilitation *Wildwood*	» The **innovative Parkson Rotoshear drum screen** was specified as the new influent screen. The drum screen design allows for minimal carry over of screenings; the drum screen is designed so as screenings mat along the perforated plate, smaller particles are trapped in the screenings before the drum is rotated and cleaned, allowing for grit to be removed along with screening in the influent screen » Two years after implementing the operational changes, the WWTP consistently meets all reclaimed water quality requirements, fully treats the institutional and industrial loadings and no longer has the hydraulic and process issues which enabled the City of Wildwood **to save approximately $600,000 in unnecessary improvements** » Initial cost estimate: $509,608; actual cost estimate: $496,999
Wastewater Treatment Facility (WWTF) Rehabilitation/Expansion *Lake Wales*	» Rehabilitation items included new oxidation ditch rotors with a smart biological nutrient reduction (BNR) system; the smart BNR system provided high-quality treatment due to a high nitrogen removal rate » As a result of this innovation, the City of Lake Wales was the second place recipient of the 2014 Florida Water Environment Association's (FWEA's) Earle B. Phelps Award, which is one of the most prestigious FWEA awards given annually **"to recognize the wastewater treatment facility which has maintained the highest removal of major pollution causing constituents prior to discharging the treated effluent to the receiving water."** » **Cost savings of almost $1 million** ($4.5 million for initial cost estimate; actual cost was $3,695,114)

Force Main Rehabilitation Design-Build Project *North Bay Village*	» Assisted the City with collecting the ARRA funding **and $1.0 million through a State Revolving Fund (SRF) loan** for the balance of the $4.5-million improvement
Force Main 5 Replacement *Manatee County*	» A new bypass connection was included in the design for Force Main 5 utilized to replace the internal piping and **allowing for easy switch over the new force main**
Laurel Road and Knights Trail Intersection Improvements *Sarasota County*	» Using **isolated wetland system** to perform stormwater management
Neighborhood Traffic Study *Winter Park*	» This innovative plan **will recognize the historical elements** of Winter Park combined with design **options for their functional and aesthetic enhancement**
Water Treatment Plant No. 11 Membrane Replacement Pilot Study *Palm Beach County Water Utilities Department*	» Identified the membrane that exhibits the **best performance with respect to operating pressures, water quality and long-term performance** for future replacement
Shadow Hills Wastewater Treatment Plant Improvements *Utilities Inc. of Florida*	» Developed **four construction projects** which, together would allow for the decommissioning of the Shadow Hills WWTP. Service areas were modeled to provide direct pumping from existing lift stations to an intermediate point where flows are screened and stored in an EQ tank.
Wekiva Hunt Club Water Reclamation Facility Reliability Improvements *Utilities Inc. of Florida*	» Evaluated all treatment components of the facility **to rerate the facility up to 4.0 MGD** based on adjusted peaking factors through the flow EQ tank
Wedgefield Water Treatment Plant DBP Improvements *Pluris Wedgefield, Inc.*	» Kimley-Horn worked with the Owner to pilot test chlorine dioxide to reduce the TTHM formation from a laboratory study, pilot testing and full-scale implementation. **After two months of full-scale testing, the problematic TTHM results went from 120 ppb to non-detectible in the distribution system.**

Delivering Projects On-Time and Within Budget

Schedule and budget control are imperative to the success of every project.

We know unexpected roadblocks arise on even the most meticulously planned projects. The key to schedule control is identifying problems early through active communications, while there is still time to adjust. Being conscious of this, we start with a realistic baseline schedule. The schedule is reviewed each month by members of the team, project manager, and management team. Adjustments that may be needed are discussed and an agreement reached, prior to the beginning of work. If an unavoidable schedule impact occurs, the City of Port Orange's management is notified immediately so the issue can be communicated to the proper staff. With an experienced team, who track production on a continual basis, schedule control can often be maintained.

Kimley-Horn's approach to cost and schedule control is characterized by the following philosophies and policies, which are ingrained in the Kimley-Horn culture:

- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- We will follow up on action items to confirm that planned actions are executed by a single responsible person. There will be no misunderstanding as to who was or is responsible.
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.
- We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

Kimley-Horn is very progressive when it comes to understanding our current workload and our capacity to take on additional work without impacting our ability to serve our clients. Our proactive management process ensures the availability of firmwide and Florida-based resources for project staffing requirements. This management process, called "cast-a-heads," is a proprietary program that is maintained on Kimley-Horn's computer network and is accessible by all project managers nationwide. It is the primary means of tracking and evaluating our staffing needs. Updated monthly by project managers, the cast-a-head system is used to define specific staffing needs for the current month and for the next six months. The cast-a-head process ensures that sufficient staff and hours are available to meet project schedules. Work overloads or shortages for specific personnel, individual offices, and disciplines are tabulated and addressed. Where possible, these imbalances are resolved through internal shifts of personnel between offices. The objective is to balance the workload in a manner that maximizes the use of production staff, while ensuring that all project requirements and client deadlines are met.

Communication is Key

The above measures are all supported by effective communication internal to Kimley-Horn and with you. We approach each project as a partnership, working to develop the relationship with our clients such that they see us as a trusted advisor. We feel that communication is the foundation of this relationship, and with core values such as honesty and integrity, we want our clients to trust that we will make them aware of any project concerns including impacts to scheduling and budgets immediately. We will tailor our communication to the method that works best for the City. Some people respond better to meetings, others to email. We regularly track lists of outstanding items for each project and use the list to remind each responsible party of their task and deadlines. To do this, we will:

- Keep you informed through progress meetings and progress reports.
- Provide you with regular conference calls to keep you abreast of critical items as they arise and help ensure your continued input throughout the process.
- Encourage ongoing electronic communications among all members of the project team.

Approach to Projects

A formal process for managing project assignments is structured through an organizational process to ensure you get the necessary resources required for your specific needs. Each project and task order will be treated individually to make sure the most appropriate project team is established based on individual expertise and skill sets. Our approach to projects issued under this contract is mapped out below and further explained in detail in the following pages.

1 Request for Services
City of Port Orange contacts project manager Brian Ashby, P.E. with the request for services needed.
- Oftentimes, this request for services is generated in response to monthly meetings Kimley-Horn will facilitate with the City.

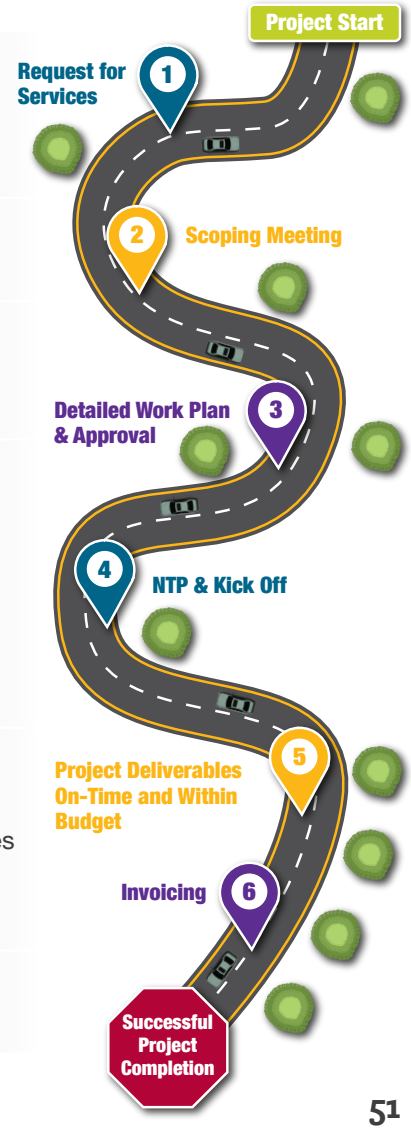
2 Scoping Meeting
Scoping meeting will be scheduled with Brian Ashby, P.E., Steve Romano, P.E., and City representatives to establish the specific steps to the work assignment.

3 Detailed Work Plan & Approval
Scope, fee, and contract schedule are negotiated and submitted for approval.
- Kimley-Horn will create a detailed work plan to go along with the Work Assignment, including staff-hours per employee classification.

4 NTP & Kick Off
One a work assignment is approved and a Notice to Proceed is issued, Brian will coordinate with our subconsultants. Brian, Steve, and key team members will attend a kickoff meeting with the City where project and sustainability goals are further established.
- Subconsultants will assign a point of contact for desired services.
- Subconsultants will assess workload and assign related staff
- Detailed schedule will be provided at the kickoff meeting, expanding from the established contract schedule in the work assignment

5 Project Deliverables On-Time and Within Budget
Kimley-Horn's project team and subconsultants deliver the work established, on-time and within budget
- During the execution of the project, Kimley-Horn will establish internal deadlines guided by the project's Quality Assurance and Quality Control Plan
- Subconsultants will provide deliverables for Kimley-Horn's review prior to submitting to the City

6 Invoicing
Invoicing will follow the City's standard procedure.



Request for Services and Team Selection

After communicating a need for professional services, our contract manager and appropriate supporting professionals will meet with the Port Orange project manager and staff to review the assignment and the scope of services. This initial scoping meeting is not charged to the client. After the initial meeting, we will provide a draft scope of services, staffing plan, and fee budget for review by the City of Port Orange. We will assign a task leader who may be a different professional than our designated contract manager, depending on the project needs. However, our Project Manager **Brian Ashby, P.E.,** will be involved on every assignment to assure communications, continuity, and quality of services.

Working closely with Brian is Jon Martin, P.E. who will serve as Client Service Manager. Our approach to contract management with two contract managers in partnership, provides the City with a reliable and responsive Contract Management Team, available to quickly respond to the needs of this contract.

Scope, Fee, and Work Plan Preparation

A detailed project work plan will be developed for each assignment. This will be provided in the form of a formal and detailed scope of services with a description of tasks, assigned staff, deliverables, schedule milestones, internal quality reviews, client meetings, presentations, external client reviews, and deliverables. This will be coordinated with and accompanied by a task and staff-based level of effort (by hours) fee estimate, and task plan. The combined work plan will be reviewed with the City of Port Orange to assure complete understanding of the services, budget, schedule, and deliverables prior to authorization to proceed.

Notice to Proceed and Kick-Off

Kimley-Horn will not complicate our relationship with the City of Port Orange by jumping ahead on anticipated or poorly communicated perceptions of desired services. Only upon receiving executed authorization and a notice to proceed, we will schedule a formal project kick-off meeting with your assigned project manager and staff.

Project Status Review Meetings

Kimley-Horn will schedule and conduct regular project status and review meetings with the City of Port Orange to evaluate progress and to adjust services as needed. Our preference is for face-to-face meetings as a cooperative forum for interactive discussion and resolution of unforeseen occurrences or design challenges. That said, we have tools for efficient virtual meetings. Regardless of the forum, regular meetings allow project participants to be fully informed, resolve issues, and review intermediate deliverables.

For all client meetings, we will prepare meeting summaries including a listing of decisions made and action items to assure that we have fully communicated. If on review of the meeting summary decisions were not fully communicated, we will issue a revised summary noting updates. This documentation allows our clients to record decisions that had been made early in the project or perhaps by previous staff members. It helps our clients and helps Kimley-Horn track action items. Our document reminders help the project team avoid delays and stay on track. We will provide a monthly project status report with monthly invoices.

Communication

Regular meetings are important but are not our only means of communication. We will tailor our communication to the method that works best for the City of Port Orange. We regularly track lists of outstanding items for each project and use the list to remind each responsible party of their task and deadlines. Kimley-Horn has also implemented state-of-the-art systems for online and virtual meetings where we can provide presentations, documents for review, real-time mark-ups, and virtual face-to-face communications.

Key Characteristics of the Firm

Summarized below are key characteristics of Kimley-Horn's approach to general professional engineering services.

Kimley-Horn has extensive experience performing general professional engineering services. We have a diverse and robust depth of professionals for the City of Port Orange to draw upon. Our goal is to be your partner to provide cost-effective, environmentally responsible, sustainable public utility and public works infrastructure.

Why Kimley-Horn?

This contract requires a team with a specific skillset, a large pool of resources, local leadership, and thorough knowledge of project funding. The Kimley-Horn team brings the depth of experience and capabilities to complete this contract, as proven through our long-standing history of delivering successful projects. As a large, national firm, we bring a depth of resources capable of delivering a quality engineering product immediately managed and delivered locally to your staff by engineers that know your community. Our project team's history and understanding of the City's systems, as well as City staff, ensure that your projects will be completed efficiently.

Our staff of dedicated professionals takes great pride in the way we serve our clients. We assure you we are committed to technical excellence and are extremely conscientious about your time and budget constraints. We pledge to you a level of commitment and personal responsiveness that we have demonstrated time and time again. Our commitment to providing the City of Port Orange exceptional client service has resulted in a long-standing relationship, and we are excited with the opportunity to continue serving the City.

TAB E

FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

RFSQ #23-18 Professional Engineering Services

TAB E - FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

Financial Stability

A copy of Kimley-Horn's financial statement is provided in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

Litigation

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 25,678 active projects in Florida, 31 of which had some form of litigation. Of these cases, 3 were dismissed, 19 were settled, and 9 are pending. This represents 0.1207% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

Enrique R. Antezana, et al. v Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case No. CACE23012261; filed 2023; alleged property damage; pending

Kala Gurley, as Personal Representative of the Estate of Jerry Bell, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA108550; wrongful death claim; dismissed; closed 2019.

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; pending

Vernon Brown v. Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA007825O; filed 2019; personal injury claim; dismissed; closed 2019

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; settled 2023

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled 2022; closed. 2022

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXXHC; alleged personal injuries claimed; pending

Florida Silt and Sod, Inc. v. City of Plant City, et al: 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled 2023

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled 2022

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled 2023.

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Lunacon Engineering Group, Corp d/b/a Lunacon Construction Group, Corp v. City of Homestead v. Kimley-Horn and Associates, Inc., et al: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; pending

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; settled 2023

Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; settled 2023

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled 2022

Donald Stroman, Jr. v FDOT, et al; Cause No. 2023-CA-007165-O; In the Ninth Judicial District Court of Orange County, Florida; filed 2023; alleged personal injuries claimed; pending

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

Leticia Zavala, as Personal Representative of the Estate of Lorenzo Zavala, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA97810; wrongful death claim; dismissed; closed 2019.

Industry Investigations

None–N/A.

Debarment History

Kimley-Horn has never been debarred by the City or other public entity in any matter related to the professional activities of the firm, nor have we defaulted on a contract awarded by another government agency.

Contract History

No judgments or rulings have been entered against Kimley-Horn by a court or administrative agency; nor have we been involved in any class actions or individual cases under investigation by Attorneys General.

Contract Award Terminated by Default or Convenience

Kimley-Horn has not had a contract terminated for cause or default. We do not track contract cancellations for convenience.

Kimley-Horn shall inform the City of any new claims filed against us.

TAB F

REFERENCES

RFSQ #23-18 Professional Engineering Services

TAB F – REFERENCES

All below information can also be found on form 9.8 located in TAB A.

Company Name: Greater Orlando Aviation Authority (GOAA)
Contact Person: Tuan NGuyen, Assistant Vice President of Engineering
City, Sate: Orlando, FL
Telephone Number: 407-825-4662
Email Address: tnguyen@goaa.org
Description of Goods/Services Provided: Since 2008, Kimley-Horn has been serving the Greater Orlando Aviation Authority (GOAA) as one of their continuing civil engineering prime consultants. Through this contract, we have developed strong relationships with GOAA staff, gained knowledge of GOAA's policies and procedures, and a thorough understanding of OIA's operations and safety requirements. Projects under this contract have included: BP-430: Runway 18L-36 R Joint Rehabilitation; BP-433: Runway 17L-35R Joint Repairs; BP-436: Intrusion Detection System for Airsides 1 and 3; H-192 West Airfield Pavement Repairs; and upgrades to the security fence.
Contract Amount: Various amounts per project/work order.
Start/End Date of Contract: July 2008 – Ongoing

Company Name: City of DeBary
Contact Person: Carmen Rosamonda, City Manager
City, Sate: Debary, FL
Telephone Number: 386-668-2040
Email Address: crosamonda@debary.org
Description of Goods/Services Provided: Kimley-Horn currently holds a continuing services contract with the City of Debary to provide professional engineering services including, planning, surveying, design, permitting services, procurement, inspection, and construction administration of engineering projects. Our services include everything associated with infrastructure administration, including grant administration, preliminary design and budgeting, facility assessment, investigation, public input, and anything else the city requests.
Contract Amount: Various amounts per project/work order.
Start/End Date of Contract: January 2021 – Ongoing

Company Name: Osceola County
Contact Person: Joshua DeVries, AICP, Director of Transportation Planning
City, Sate: Kissimmee, FL
Telephone Number: 407-742-7813
Email Address: joshua.devries@osceola.org
Description of Goods/Services Provided: Kimley-Horn currently holds a continuing services contract with the Osceola County to provide professional work and services related to Continuing Traffic Engineering Consulting Services. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.
Contract Amount: Various amounts per project/work order.
Start/End Date of Contract: November 2022 – Ongoing

Kimley-Horn and Associates, Inc.

Schedule of Hourly Billing Rates

City of Port Orange

RFSQ #23-18

Classification	*Hourly Rate*
Senior Professional II	$345.00
Senior Professional I	$275.00
Professional II	$235.00
Professional I	$200.00
Analyst II	$175.00
Analyst I	$140.00
Senior Technical Support Staff	$195.00
Technical Support Staff	$140.00
Support Staff	$105.00

Notes:

1. Billing rates listed in the table above are for the period from FY2024 through FY2026
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost.
4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.

February 12, 2024

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Florida County of Volusia

I, Martin T.J. Brenny, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the New Hampshire Insurance Company, under the terms of Policy Number WC015893685 for a period from April 1st, 2023 to April 1st, 2024.

WITNESS:

By: _____

Company: Kimley-Horn and Assoc., Inc.

CONTRACTOR:

By: _____

Company: Kimley-Horn and Associates, Inc.

Name/Title: Martin Brenny / Vice President

STATE OF FL

COUNTY OF: DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of FEBRUARY, 2023, by MARTIN BRENNY and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Denise Marie Henkes Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

DENISE MARIE HENKES
MY COMMISSION # HH 294116
EXPIRES: July 27, 2026

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Kimley-Horn and Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	6	–	0	8	8	5	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► Tammy Fg | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☒ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Kimley-Horn and Associates, Inc.

Worker' Compensation Carrier: New Hampshire Insurance Company

A.M. Best Rating Carrier: A (Excellent)

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Martin Brenny, Vice President Date: 2/2/2024

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Kimley-Horn and Associates, Inc.

Payment Remit to Name: Kimley-Horn and Associates, Inc.

Contact Name and Title: _____

Phone number: _____ Email address: _____

Taxpayer Identification Number (TIN): 56-0885615

Type of Commodity/Services:_____

Permanent Address:

Street Address: _____

City: _____ State:_____ Zip:_____

Remit to Address (if different from above):

Street Address: _____

City: _____ State:_____ Zip:_____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Wells Fargo Bank, N.A.
Bank ACH Routing Number:	121000248
Bank Account Number:	2073089159554
Name on Bank Account:	Kimley-Horn and Associates, Inc.
Accounts Receivable Email:	accounts.payable@kimley-horn.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. **The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.**

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporariiy present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

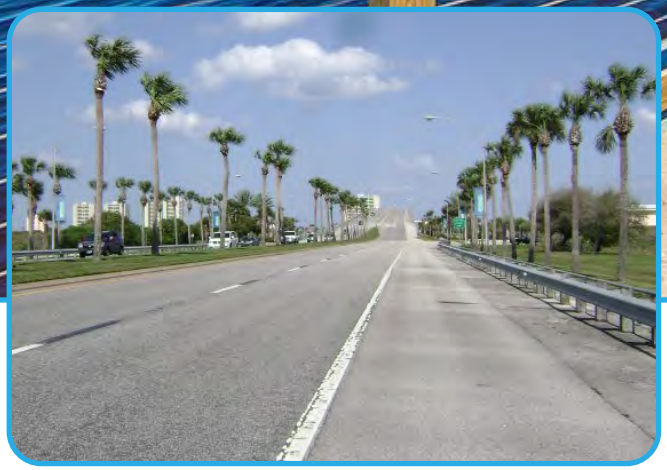
If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of Port Orange
Request for Statement of Qualifications



Proposal for
Professional Engineering Services

RFSQ No: 23-18

Submitted by:

LTG Engineering & Planning

December 6, 2023

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LTG Engineering & Planning

December 6, 2023

City of Port Orange City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

Re: Statement of Interest for Professional Engineering Services – **RFSQ #23-18**
Service Discipline Categories: **Planning and Feasibility Studies** and **Grant Support Services**

Dear Selection Committee,

Seasons greetings from LTG, Inc.! We are delighted to present our Statement of Interest in response to the City of Port Orange's Request for Statement of Qualifications (RFSQ) seeking professional engineering services. We are submitting for the **Planning and Feasibility Studies** and **Grant Support Services** service discipline categories. As a firm deeply committed to excellence and innovation, we are excited about the possibility of collaborating with the City and contributing our expertise to your projects.

Established in 2002, LTG proudly stands as a **Disadvantaged Business Enterprise (DBE)** and **Small Business Enterprise (SBE)**, possessing comprehensive pre-qualification with the Florida Department of Transportation (FDOT) in traffic engineering, transportation planning and roadway design work groups. Spearheading our team is **Kady Dearing, PE**, a seasoned professional **with over 11 years of experience with LTG**, adeptly leading successful continuous service contracts with local agencies such as the River to Sea Transportation Planning Organization (R2CTPO), the City of DeLand, and the City of Daytona Beach.

Our geographic proximity in Ormond Beach, just a stone's throw away from Port Orange, ensures prompt and dedicated support for all projects within your purview. This close proximity allows us to not only respond promptly to project needs but also to engage deeply with the local community, fostering a nuanced understanding of the region's unique challenges and opportunities.

At LTG, our commitment to quality and timely delivery is unwavering. Our track record speaks volumes about our ability to manage projects seamlessly, consistently meeting milestones while adhering to stringent budgetary constraints. We pride ourselves on fostering strong client relationships built on **trust, communication, and a dedication to surpassing expectations**. We understand that successful partnerships are grounded in effective communication and collaboration, and we are keen to bring these principles to our engagement with the City of Port Orange.

In conclusion, LTG, Inc. stands ready and equipped to leverage our collective strengths, proven expertise, and unwavering commitment to support the City's vision. We are eager to contribute our insights and proficiency to the successful completion of your projects, ensuring they stand as benchmarks of quality and excellence.

Thank you for considering our Statement of Interest. We are available for any further discussions or clarifications and look forward to the opportunity of partnering with the City of Port Orange.

Sincerely,

LTG, INC.

Gil Ramirez, PE
Chief Executive Officer
386.257.2571 | gramirez@ltg-inc.us

A. Required Documents

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

- ✓ Form 9.2 – Respondents Acknowledgement
- ✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ✓ Form 9.4 – Drug Free Preference Statement
- ✓ Form 9.5 – Public Entity Crimes Statement
- ✓ Form 9.6 – Anti-Collusion Form
- ✓ Form 9.7 – Statement of Qualifications
- ✓ Form 9.8 – Professional References for Previous Experience
- ✓ Form 9.9 – Authorized Signatures/Negotiators
- ✓ Form 9.10 – Scrutinized Companies Certification
- ✓ Form 9.11 – E-Verify Affidavit
- ✓ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- ✓ Form 9.13 – Non-Disclosure Agreement for Confidential Materiel
- ✓ Exhibit "A" – Description of Confidential Material
- ✓ Form 9.14 – No Submittal Statement Form N/A
- ✓ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ✓ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".
- ✓ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

Authorized Signature

11/16/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

1450 W. Granada Blvd., Suite 2
Mailing Address

Authorized Signature

Ormond Beach, FL 32174
City, State & Zip Code

R. Sans Lassiter, PE, President & Founder
Printed Name and Title

386-257-2571
Telephone Number

03-0424608
Federal Identification No.

info@ltg-inc.us
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10th day of November, 2023, by R. Sans Lassiter, PE and who:

☑is personally known to me; or ☐ has produced _____ as identification.

Crystal Bass
Notary Public State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1	Date: 11/22/2023	Addendum#_____	Date:_____
Addendum#_____	Date:_____	Addendum#_____	Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

_____
Authorized Signature

R. Sans Lassiter, PE, President & Founder
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of December, 2023, by R. Sans Lassiter, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

_____
Authorized Signature

R. Sans Lassiter, PE, President & Founder
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of November, 2023, by R. Sans Lassiter, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant R. Sans Lassiter, PE, who, being by me first duly sworn, made the following statement:

1. The business address of Lassiter Transportation Group, Inc. D/B/A LTG, Inc. (name of Respondent or business) is 1450 W. Granada Blvd., Suite 2, Ormond Beach, FL 32174.
2. My relationship to Lassiter Transportation Group, Inc. D/B/A LTG, Inc. (name of Offeror or business) is President & Founder (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

Authorized Signature

R. Sans Lassiter, PE, President & Founder
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of November, 2023, by R. Sans Lassiter, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Crystal Bass

Printed, typed or stamped name, commission and expiration:

Notary Public, State of Florida

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

This document must be completed and returned with your submittal.

6

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: R. Sans Lassiter, PE

TITLE: President & Founder

ADDRESS: 1450 W. Granada Blvd., Suite 2

CITY, STATE AND ZIP CODE: Ormond Beach, FL 32174

TELEPHONE: 386-257-2571 FAX: 386-257-6996

F.E.I.N.: 03-0424608

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.

B. Permanent main office address: 1450 W. Granada Blvd., Suite 2, Ormond Beach, FL 32174

C. Date organized: April 11, 2002

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 21

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Traffic Engineering & Transportation Planning Services

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** n/a

K. Experience in work similar to this type of project: See attachment for Section F on the next page.

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 300,000.00

N. Give bank name, contact name and phone number: PNC Bank, Daisy Lucci, 386-586-2616

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name of Business

Authorized Signature

R. Sans Lassiter, PE, President & Founder
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16th day of November, 2023, by R. Sans Lassiter, PE and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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Form 9.7 Section F. Contracts on Hand

Addendum 1: The City will accept a list of contracts your firm deems to be comparable to the services for which you are submitting.

LTG is listed as the **Prime** on the following continuing services contracts for Traffic Engineering & Transportation Planning Services:

Agency	Contract Name	Contact Information
River to Sea TPO	General Planning Consultant	Colleen Nicoulin | 386.226.0422 cnicoulin@r2ctpo.org
Volusia County	Traffic Engineering & Transportation Planning	Jay Williams | 386.736.5967 JIWilliams@volusia.org
FDOT District 5	TSM&O DW Design BDI	Heidi Trivett | 386.943.5327 Heidi.Trivett@dot.state.fl.us
Volusia County Schools	Planning Continuing Services Contract	Nancy VanDerSchaaf | 386.947.8786 nvanders@volusia.k12.fl.us
City of Daytona Beach	Transportation Planning Services	Andy Holmes | 386.671.8750 holmesandrew@codb.us
City of DeLand	Misc. Traffic Engineering As Needed	Ray Bahrami, PE | 386.626.7189 Bahramir@DeLand.org
City of Deltona	On-Call Transportation Engineering Services	Steven Danskine, PE | 386.878.8998 sdanskine@deltonafl.gov
New Smyrna Beach	Transportation Engineering Services	Jeff Gove, AICP | 386.410.2835 jgove@cityofnsb.com
City of Palm Coast	Traffic Engineering	Michael Grunewald | 386.986.3740 mgrunewald@palmcoastgov.com
City of Palm Coast	City Wide Civil Engineering	Michael Grunewald | 386.986.3740 mgrunewald@palmcoastgov.com
St. Johns County	As Needed Professional Services (Traffic)	Rodney Cooper, PE | 904.209.0150 rcooper@sjcfl.us
Canaveral Port Authority	Minor Engineering Services	Patrick Hammond, PE | 321.394.3419 phammond@portcanaveral.com

Furthermore, LTG is listed as a **subcontracto**r on several continuing services contracts for Traffic Engineering & Transportation Planning Services, including but not limited to the following:

Volusia County Site, Civil & Trans Engineering	FDOT D5 (CAJ70) DW TSM&O
Holly Hill Professional Design	FDOT D5 (CA136) DW Roadway Design BDI #8
South Daytona Engineering Services	FDOT D5 (23552) DW Landscape Design
Daytona Beach Shores Engineering Services	FDOT D5 (CA597) CSC BDI 14
Ponce Inlet Engineering	FDOT D1 (CAQ62) Safety Study & Minor Design
Flagler County Engineering	FDOT FTE (CAM34) Traffic Ops & ITS GEC
Flagler County Engineering	FDOT D3 (CAC76) BDI Design
Flagler Beach Various Consulting Services	Clay County GEC for Planning & Design
Flagler Schools Civil Engineering	Alachua County Engineering
Ocala General Engineering	Winter Haven Engineering
Kenedy Space Center Civil IDIQ	Brevard Co. Public Works Engineering
City of Melbourne Engineering	Indian River County Engineering
Winter Garden Professional Engineering Services	Kennedy Space Center Civil IDIQ
City of West Melbourne Engineering	Green Cove Springs Roadway
Edgewood Red Light Cameras	Putnam County General Engineering
St. Cloud Professional Engineering	Brevard County Professional Services
Gainesville Wild Spaces & Public Places (WSPP) Projects	Clay County GEC for Planning & Design
Bunnell Infrastructure Engineering	Longwood Engineering
Cocoa Beach Engineering	Holmes Beach Engineering

This list represents comparable contracts (CSC's) that closely align with the services requested, showcasing our firm's stability and capacity to meet the City's needs. It's important to note that this selection specifically highlights contracts akin to the scope outlined in the request. While this isn't an exhaustive list of our entire job portfolio, it serves as a targeted representation of our ongoing commitments and successful project completions. We remain committed to delivering exceptional results within stipulated timelines and budgetary constraints, leveraging our extensive expertise and proven track record in similar engagements.

Form 9.7 Section L: Background and Experience of the Principal Members

OWNERSHIP

LTG has been continuously owned by R Sans Lassiter, PE, our Founder and President. Our company culture of quality, service to our clients, and the traveling public remains intact. **Gil Ramirez, PE became majority owner of the firm in January of 2022.** The following is the ownership and dates each employee first became an owner:

- **Gil A. Ramirez, PE 57.51% 12/27/2017**
- **R. Sans Lassiter, PE 42.49% 4/15/2002**

Gil Ramirez, PE, holds a Bachelor of Science in Civil Engineering from the Florida Institute of Technology, graduating in 2000. With over 22 years of extensive experience, Gil has been a driving force at LTG for 11 years. His commitment and contributions led to his ownership in the company in 2017, eventually becoming the majority owner in 2022.

Prior to his tenure at LTG, Gil served as the Brevard County Traffic Operations Manager, showcasing his invaluable background in government operations. His dedication to the field extends beyond LTG, where he has played pivotal roles on various esteemed boards and projects. Gil's active involvement includes serving on the Space Coast Transportation Planning Organization (TPO) board, where he contributes his expertise to enhance regional transportation strategies.

Gil's influence expands nationally through his participation on project panels for the National Cooperative Highway Research Program (NCHRP). He notably contributed to projects aimed at advancing freeway operational strategies, advanced traffic signal performance management, and the development of national standards for Truck Parking Information Management Systems (TPIMS). His work on these panels demonstrates his commitment to shaping industry-wide improvements and standards.

Additionally, Gil holds several professional certifications, including being a Registered Professional Engineer in Florida (No. 62600) and certifications in FDOT Intermediate MOT, IMSA Traffic Signals Level II Technician, and IMSA Traffic Signals Inspector.

His diverse experiences, from government service to leading-edge research contributions, position Gil Ramirez as a respected figure in the transportation engineering realm. His forward-thinking approach and dedication continue to influence and elevate the transportation industry at both local and national levels.

Mr. Sans Lassiter, PE has practiced as a traffic engineer, primarily in the State of Florida, for more than 45 years. He is a licensed professional engineer and is President & Founder of LTG, (formerly Lassiter Transportation Group). Mr. Lassiter attended both the University of Florida and Florida State University and holds an undergraduate degree in electrical engineering and a master's degree in civil engineering.

Mr. Lassiter's service record includes:

- Current Vice Chair of Team Volusia;
- The Past Chair of VCARD/FCARD (Volusia and Flagler County Association for Responsible Development) providing educational forums on development-related issues and providing local government assistance;
- Past Vice President and Design Committee Chair of the Daytona Beach Partnership Association which served as volunteer staff to the Daytona Beach Downtown Community Redevelopment Agency;
- Former Co-Chair of the International Speedway Boulevard Coalition assigned with evaluating land use, transit, pedestrian, automotive, air and rail travel modes in the ISB growth corridor;
- A former member of the Regional Coordinating Council for Central Florida representing the interests of Volusia and Flagler Counties; and
- A volunteer for the School Advisory Committee for Champion Elementary School in Daytona Beach.

Mr. Lassiter is also a lifelong member of the International and State Chapters of the Institute of Transportation Engineers. He has been married to his wonderful wife for 48 years and has two children and four grandchildren. He enjoys hunting, boating, fishing, camping and spending time with his family.

We have included resumes for Mr. Ramirez and Mr. Lassiter.

LTG Engineering & Planning

GIL A. RAMIREZ, PE
Chief Executive Officer

Mr. Ramirez brings 22 years of traffic operations, project management, and design experience on a variety of projects. Thirteen years in government provided Mr. Ramirez the foundation for his practical approach and the experience to see the "Big Picture" of the complete project. Mr. Ramirez was the previous Traffic Operations Manager, Stormwater Engineer, and Engineering Manager for Brevard County for 10 years. He has completed numerous traffic and transportation designs, reviews, grants, and LAP projects. Mr. Ramirez brings a thorough knowledge of FDOT policies, procedures, and specifications and is proficient in the use of various software packages, including: Highway Capacity Software, Synchro, TSPP, AutoCAD, Atlas, Mastarm, ArtPLAN, Visual Basic, MS Access, Linux and many others.

EDUCATION
Florida Institute of Technology, B.S.C.E., Civil Engineering (2000)

REGISTRATIONS
Registered Professional Engineer, Florida
P.E. No. 62600

AFFILIATIONS
International Municipal Signal Association (IMSA)
ITS Florida

CERTIFICATIONS
FDOT Intermediate MOT Cert.
IMSA Traffic Signals Level II Technician

YEARS EXPERIENCE
22

YEARS WITH LTG
10

CONTACT INFO
gramirez@ltg-inc.us
386-257-2571

OFFICE LOCATION
Ormond Beach, Florida &
Melbourne, Florida

RELEVANT EXPERIENCE

Principal-in-Charge, QC Officer, EOR, LPGA Blvd 6-Laning from I-95 to East of Williamson Blvd, City of Daytona Beach, Volusia County, FL: Mr. Ramirez oversaw the development of contract roadway, signage and pavement marking, temporary traffic control, signalization, lighting, and Intelligent Transportation System (ITS) plans and provided quality control reviews for a project adding a third through lane in each direction within a one-mile section of LPGA Blvd from I-95 to the west leg of Williamson Boulevard. The project included reconstruction of existing right turn lanes and extensions of the existing left turn lanes. Innovation on this project included the use of HydroTurf in order to meet stormwater treatment requirements. Three existing traffic signals (two mast arms and a strain pole system) were modified and a new signal was designed at the intersection of Gateway North Blvd/Technology Blvd. The I-95 ramps were redesigned for the additional lanes. Mr. Ramirez also served as the EOR for the ITS Component plans which included a design variation to relocate the large overhead cantilever dynamic message sign and reconstruction of the existing fiber optic network.

Principal-in-Charge, QA/QC Manager, SR 400 Resurfacing from Williamson Blvd to East Pelican Dr, FDOT District 5, City of Daytona Beach, Volusia County, FL: Mr. Ramirez oversaw the Quality Assurance and Quality Control processes and overall development of the plans for the resurfacing of SR 400 from Williamson Boulevard to East Pelican Drive. The project included roadway widening, signage and pavement marking, temporary traffic control, lighting, and signalization components.

Engineer of Record, Dr. Martin Luther King, Jr. Blvd. Roadway Lighting, Daytona Beach, FL: Mr. Ramirez designed the lighting system as part of the reconstruction of Dr. Martin Luther King Jr. Boulevard from Orange Ave to International Speedway Blvd (US 92) in the City of Daytona Beach. The project included roadway, intersection, pedestrian lighting improvements, decorative poles and luminaires, landscaping and hardscape components, utility adjustments, and a complete roadway reconstruction.

Engineer of Record, Tomoka Farms Road at LPGA Boulevard intersection improvements, Daytona Beach, Volusia County, FL: Mr. Ramirez designed the signalization component plans for a new traffic signal at the intersection and incorporated it into the coordinated signal system. The project included milling and resurfacing LPGA Blvd from the Tomoka River bridge to the I-95 southbound off ramp, approximately 1500 feet. The project included temporary traffic control and signing and pavement marking modifications to improve traffic flow through the intersection and provide increased merging distance off the interstate ramp onto LPGA Blvd westbound.

Project Manager, FDOT District 5 District Wide Transportation Systems Management & Operations (TSM&O) BDI CSC (CAF47), District 5, FL: Mr. Ramirez is the Project Manager on a 5-year continuing services contract for the FDOT District 5. He leads multiple teams responsible for engineering services within the broad range of TSM&O, including roadway, signing and markings, signalization, lighting, Intelligent Transportation System (ITS), landscaping, structures, survey and mapping.

- **TWO 1: NASA Blvd. ITS Expansion from Wickham Rd to US 1/Harbor City Blvd, City of Melbourne, FL:** Mr. Ramirez is leading the team responsible for designing the contract plans and specifications for the construction of reconstructing the ITS infrastructure and subsystems from a wireless based framework to a Fiber Optic Network (FON) system. This project includes installation of fiber optic cable along the corridor, signal components to provide Intersection Movement Count data in support of Automated Traffic Signal Performance Measures (ATSPM), Closed-Circuit Television (CCTV) camera subsystem, connected vehicle and vehicle identification system for travel time. This project is a Local Agency Project (LAP) with the City of Melbourne.
- **TWO 2: Malabar Road ITS Expansion from SJHP to San Filippo Blvd, City of Palm Bay, FL:** Mr. Ramirez is leading the team responsible for designing the contract plans and specifications for the construction of Single-Mode (SM) Fiber optic trunk cable (FOC) and FOC drops, CCTV cameras, replacement of video detection systems (VDS) and configuration for ATSPM, controller and cabinet replacements, and Ethernet switches along Malabar Road. This is a LAP ITS project with the City of Palm Bay.
- **TWO 3: San Filippo Drive ITS Expansion from Waco Blvd to Malabar Road, City of Palm Bay, FL:** Mr. Ramirez is leading the team responsible for designing the contract plans and specifications for the construction of SM FOC and FOC drops, CCTV cameras, replacement of VDS and configuration for ATSPM, controller and cabinet replacements, and Ethernet switches along San Filippo Drive. This is a LAP ITS project with the City of Palm Bay.
- **TWO 4: Emerson Drive ITS Expansion from Walden Blvd to Malabar Road, City of Palm Bay, FL:** Mr. Ramirez is leading the team responsible for designing the contract plans and specifications for the construction of an ITS Adaptive Control System along Emerson Drive. The total project length is 2.91 miles and consists of 4 intersections with traffic signals. The proposed ITS infrastructure will include a FON, 3 CCTV, 3 upgrades to traffic signal controllers/cabinets and 3 wireless detection systems. The ITS network will be controlled by the City's Traffic Operation staff and connected to the existing FDOT ITS infrastructure at the intersection of Malabar Road and San Filippo. The connection will allow both FDOT and Brevard County Traffic Operations to have access to view the system and data. This is a LAP ITS project with the City of Palm Bay.
- **TWO 5: Volusia County ITS Expansion, City of DeLand, FL:** Mr. Ramirez is leading the team responsible for developing contract plans and specifications to facilitate the expansion of Intelligent Transportation Systems (ITS) in Volusia County, specifically along SR 600 (US 92/International Speedway Boulevard) from Garfield Avenue to Langley Avenue, SR 15 (US 17/N. Woodland Boulevard) from Rich Avenue to Plymouth Avenue, and SR 44 (W. New York Avenue) from Stone Street to SR 15A (Spring Garden Avenue). The project includes the installation of Single-Mode (SM) Fiber optic trunk cable (FOC) and FOC drops, controller replacements, and ethernet switches to enhance transportation infrastructure and efficiency.

LTG Engineering & Planning

R. SANS LASSITER, PE
President & Founder

Mr. Lassiter brings over 45 years of professional transportation planning and engineering experience ranging from urban area and corridor studies, comprehensive plan amendments, development of regional impact studies and transportation modeling to roadway design, ITS design and signal systems design. Mr. Lassiter is a registered Professional Engineer in the State of Florida whose technical capabilities include the knowledge of and experience using several software programs such as FSUTMS, GELS, CALA, HCS, SYNCHRO, SIDRAA, TRANSYT-7F and PASSER II. He is President of LTG, Inc. and is ultimately responsible for all of the firm's efforts.

EDUCATION
University of Florida, M.E., Transportation Engineering (1978)
University of Florida, B.S.E.E., Electrical Engineering (1977)
Florida State University, A.A., Computer Science (1974)

REGISTRATIONS
Registered Professional Engineer, Florida
P.E. No. 34868

AFFILIATIONS
Institute of Transportation Engineers (ITE)

YEARS EXPERIENCE
45

YEARS WITH LTG
21

CONTACT INFO
rlassiter@ltg-inc.us
386-257-2571

OFFICE LOCATION
Ormond Beach, Florida

RELEVANT EXPERIENCE

Project Director for Continuing Service Contracts (CSC) for providing transportation planning and traffic operations/design services: Currently, LTG has over 30 continuing service contracts with various city, county, state, and specialty agencies. Mr. Lassiter serves as Principal-in-Charge of these contracts. Many of them are repeat contracts earned by consistently meeting schedules and budgets while providing quality work. Our knowledge of transportation design, planning and traffic operations are proven strengths and, in combination with our municipal contract work, our in-house public-sector experience allows LTG to act as an extension of agency staff. This position proves advantageous to our clients by providing the added-value of having staff with an integral knowledge of the operation of the public sector, saving our clients time and money. Some project relevant CSC's are:

- City of Deltona (On-Call Transportation)
- Volusia County Planning Department
- Volusia County Traffic Engineering Dept.
- Volusia County School District
- River to Sea Transportation Planning Organization
- FDOT District 5 - TSM&O Districtwide
- City of Daytona Beach Engineering Department
- City of Daytona Beach Planning Department
- City of New Smyrna Beach
- City of South Daytona
- City of DeLand
- City of Palm Coast

Principal and Technical Reviewer, Districtwide DRI Reviews for the Florida Department of Transportation (FDOT): Served as FDOT Liaison for DRI reviews for District 5 including the following counties: Marion, Lake, Sumter, Volusia, Flagler, Orange, Seminole, Osceola and Brevard.

Project Manager, ADA/DRI: Managed DRI responses to the transportation analyses for the following DRIs:

- Florida Gas TransGulf Pipeline DRI
- Bramalea DRI
- Central Florida Research Park DRI
- Quadrangle DRI
- Lake Nona DRI
- Airport Industrial Park of Orlando DRI
- Brentwood DRI
- Highpoint DRI
- Huckleberry DRI
- Viera New Town DRI
- Alafaya Woods DRI
- Little England DRI
- Martin Marietta Test Range DRI
- Meadow Woods DRI
- Plantation Bay DRI
- Southchase DRI
- Western Fun World DRI
- Fallchase DRI
- Royal Highlands DRI
- Citrus Hills II DRI
- Clearview Estates DRI
- Stonecrest (f.k.a. Floridian Club Estates) DRI
- DLI Properties (Oviedo Town Center Mall) DRI
- Town Center DRI
- Palm Coast Park DRI
- Ormond Crossings DRI
- Hammock Landing DRI
- Farmton Master DRI (Entire DRI Application)

The focus of these analyses was to determine project specific trip generation, distribution, assignment of traffic and analysis of the resultant impacts over large study areas. Included assessing air quality impacts of traffic congestion. In many cases, special purpose trip generation rates were developed for previously undocumented uses or for higher-than-typical internal capture projections. Trip distribution procedures ranged from manual methods to major sub-area detailing of urban area models. Developed the first Monitoring & Modeling Program for a large DRI in the East Central Florida Regional Planning Council region. Has processed Notices of Proposed Changes, Annual Reports, Significant Deviation analyses, Development Order analysis and preparation (relative to traffic impacts) and roadway improvement cost determinations.

Team Leader, Volusia County and Flagler County Land Development Regulation Reviews: Provided pro bono services in the review of Volusia and Flagler Counties' LDRs as a member of the Volusia County Association for Responsible Development (VCARD). Mr. Lassiter was responsible for updating transportation-related development standards.

Project Manager, Bicycle and Pedestrian School Safety Review Studies, Volusia County: Mr. Lassiter managed a continuing services agreement through the Volusia County Metropolitan Planning Organization and the Volusia County School Board to provide safety studies for approximately 17 middle and elementary schools throughout Volusia County. Studies include multiple site visits for data collection and photo documentation, review of crash histories, assessment of existing conditions including sidewalks, pavement, parcel data, school zone boundaries, walker and bicyclist counts, etc., review of each school's current traffic safety program, and providing recommendations and a feasibility analysis for each school studied.

Team Member, Monitoring & Modeling Committee, East Central Florida Regional Planning Council: Mr. Lassiter provided pro bono services in the development of guidelines for modeling and monitoring reports for Developments of Regional Impacts (DRI). He met regularly with a group of professionals and agency staff to formulate procedures that were fair and reasonable, producing a level of analysis commensurate with the amount of traffic impacts anticipated for various levels of development.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Palm Coast

   Contact Person: Michael Grunewald

   City, State: Palm Coast, FL

   Telephone Number: 386-986-3740

   Email Address: MGrunewald@palmcoastgov.com

   Description of goods/services provided: Traffic Engineering and Civil Engineering Continuing Services Contracts (CSC)

   Contract Amount: $442,693

   Start/End Date of Contract: 2019-current

2. Company Name: Brevard County

   Contact Person: Corrina Gumm, PE

   City, State: Brevard County, FL

   Telephone Number: 321-633-2077

   Email Address: corrina.gumm@brevardFL.gov

   Description of goods/services provided: Public Works Engineering Continuing Services Contract (CSC) and Brevard County Traffic Management Center

   Contract Amount: $405,000

   Start/End Date of Contract: 2019-current

3. Company Name: City of DeLand

   Contact Person: Ray Bahrami, PE, PMP, CPM, CFM

   City, State: DeLand, FL

   Telephone Number: 386-626-7189

   Email Address: Bahramir@deland.org

   Description of goods/services provided: Traffic Engineering & Transportation Planning Services Continuing Services Contract (CSC)

   Contract Amount: $159,000

   Start/End Date of Contract: 2014-current

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Matt Williams (Matthew Development, LLC)

   Phone: 321-428-4424

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 10 years

   Description of service: Traffic Impact Study, Access Analysis, Traffic Signal Design, Methodology Negotiations, Due Diligence, Permitting Assistance

2. Contact Name: Ira Waitz (Stiles)

   Phone: 954-627-9333

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 5 years

   Description of service: Traffic Signal Warrant Study, Access Design Assistance, Proportionate Share Negotiations, Traffic Impact Study, Methodology Negotiations

3. Contact Name: Johnny Lynch (D.R. Horton)

   Phone: 321-654-2094

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 6 years

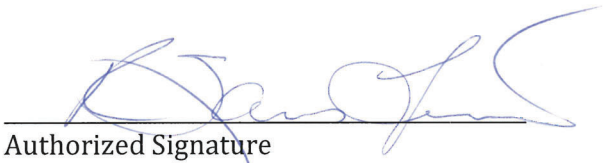
   Description of service: Traffic Impact Study, Methodology Negotiations, Proportionate Share Negotiations, Access Evaluation, Post Design Services, Storm Water Report, Traffic Signal Warrant Study, Due Diligence, Permitting Assistance, Rezoning Traffic Impact Analysis, ICE Analysis, Site Access Analysis

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
R. Sans Lassiter, PE	President & Founder	386-257-2571
Gil Ramirez, PE	Chief Executive Officer	386-257-2571
Kady Dearing, PE	Senior Project Engineer	386-257-2571
George Galan, PE	Director of Traffic Operations	386-257-2571



Authorized Signature

R. Sans Lassiter, PE

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, R. Sans Lassiter, PE, President & Founder, on behalf
(Print Name and Title)

of Lassiter Transportation Group, Inc. D/B/A LTG, Inc. ("Company"), certify that Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
COMPANY NAME

SIGNATURE

R. Sans Lassiter, PE
PRINT NAME

President & Founder
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16th day of November, 2023, by R. Sans Lassiter, PE and who:

☑is personally known to me; or ☐ has produced _____ as identification.

Crystal Bass Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that Lassiter Transportation Group, Inc. D/B/A LTG, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Lassiter Transportation Group, Inc. D/B/A LTG, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

R. Sans Lassiter, PE, President & Founder
Print or Type Name, Title

Signature of Affiant

03-0424608
Federal Employer ID Number (FEIN)

434985
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of November, 2023, by R. Sans Lassiter, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Crystal Bass

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

This document to be completed and returned with your submittal.

22

An official website of the United States government
Here's how you know

E-Verify Menu ≡

My Company Account

My Company Profile

Company Information

Company Name

Lassiter Transportation Group, Inc.

Doing Business As (DBA)

LTG, Inc.

Company ID

434985

Enrollment Date

07/26/2011

Employer ID Number

030424608

DUNS Number

122726768

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address

1450 W. Granada Blvd
Ste. 2
Ormond Beach, FL 32174

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

Number of Sites

3

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____ 11/16/2023

Signature of Contractor's Authorized Official Date

R. Sans Lassiter, PE, President & Founder

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.

Address: 1450 W. Granada Blvd., Suite 2, Ormond Beach, FL 32174

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: R. Sans Lassiter, PE

TITLE: President & Founder

DATE: November 16, 2023

ATTEST:

BY: _____

NAME: Crystal Bass

TITLE: Contracts and Administrative Coordinator

DATE: November 16, 2023

Form 9.13 Non-Disclosure Agreement

EXHIBIT A

Our financial statement has been enclosed in a separate envelope marked “CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)”.

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #23-18 Professional Engineering Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____ n/a _____

_____

_____

_____

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Lassiter Transportation Group, Inc. D/B/A LTG, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

R. Sans Lassiter, PE, President & Founder
Name & Title of Contractor's Authorized Official

Date: 11/16/2023

This document must be completed and returned with your submittal.

LTG License and Sunbiz

State of Florida
Department of State

I certify from the records of this office that LASSITER TRANSPORTATION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on April 11, 2002.

The document number of this corporation is P02000039597.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 11, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2023

Secretary of State

Tracking Number: 0943303036CC

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

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LICENSEE DETAILS 1:51:43 PM 1/23/2023

Licensee Information

Name:	LASSITER TRANSPORTATION GROUP, INC. (Primary Name)
	LTG, INC. (DBA Name)
Main Address:	1450 W. GRANADA BLVD. ORMOND BEACH Florida 32174
County:	VOLUSIA

License Information

License Type:	Registry
Rank:	Registry
License Number:	9227
Status:	Current
Licensure Date:	05/01/2002
Expires:	

Special Qualifications — Qualification Effective

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Events Name History

Detail by Entity Name

Florida Profit Corporation

LASSITER TRANSPORTATION GROUP, INC.

Filing Information

Document Number	P02000039597
FEI/EIN Number	03-0424608
Date Filed	04/11/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/10/2008
Event Effective Date	NONE

B. Company Profile - History and Qualifications

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

LTG History

Section 1: Brief Narrative

LTG is a fully licensed planning and engineering firm established in 2002, bringing over **21 years of experience** to the table. LTG is a corporation organized under the laws of the State of Florida and a certified **Disadvantaged Business Enterprise (DBE)** and **Small Business Enterprise (SBE).** LTG has achieved pre-qualification in traffic engineering, transportation planning, and roadway design work groups with the Florida Department of Transportation (FDOT). Our qualifications encompass a wide range of expertise, including studies, design, statistics, and planning, covering FDOT Work Groups 3.1, 6.1, 6.2, 6.3.1, 6.3.2, 6.3.3, 6.4, 7.1, 7.2, 7.3, 13.3, 13.4, 13.5, 13.6, and 13.7.

At LTG, we value strong and enduring relationships internally and externally. LTG staff do not get poached by competitors. Our staff knows that the LTG family cares about them as individuals, which not only **maintains continuity throughout your contracts**, but also allows us to foster relationships with our teaming partners, subconsultants, and clients. These relationships, built on trust, ensure seamless collaboration and successful project completion from start to finish, including post-design support during construction. Our dedication to forming those lasting connections is a testament to our commitment to excellence.

LTG Office Locations

JACKSONVILLE OFFICE
12574 Flagler Center Blvd., Suite 101
Jacksonville, FL 32258
Tel: 904-512-5873 | **Fax:** 386-257-6996
Email: info@ltg-inc.us

ORMOND BEACH OFFICE
1450 West Granada Blvd., Suite 2
Ormond Beach, FL 32174
Tel: 386-257-2571 | **Fax:** 386-257-6996
Email: info@ltg-inc.us

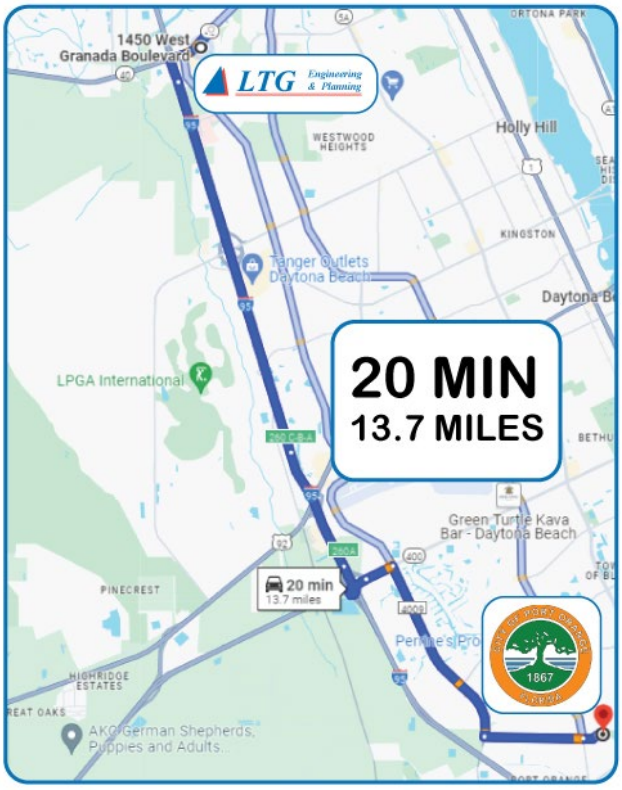
MELBOURNE OFFICE
1049 Eber Blvd., Suite 104
Melbourne, FL 32904
Tel: 321-499-4679 | **Fax:** 386-257-6996
Email: info@ltg-inc.us

With a diverse staff of 26 professionals, including 10 professional engineers, a certified planner and an in-house graphic designer/public engagement specialist, LTG possesses a wealth of experience and resources. What sets us apart is our unwavering dedication to providing exceptional service tailored to the needs of our clients. We recognize that each client and project is unique, requiring different approaches and communication styles. Whether it's delivering innovative engineering solutions, progressive planning services, or maintaining constant communication, we adapt to meet your specific requirements.

We are confident that our team is **qualified and available** to deliver the services and deliverables that will be requested under this contract. We are also confident that every team you review will be equally qualified. LTG's team of professionals and our partners stand apart because we take pride in our flexibility and one-on-one relationship with our clients. We also understand how important these projects are to the community because we live here, work here, and play here. We take pride in providing great service: the quality product you want, meeting your schedules, and protecting your budgets.

Competitive Advantages

LTG offers a plethora of competitive advantages that set us apart as the ideal choice for providing Engineering & Planning Services to the City of Port Orange. Our local presence and experience within the City serve as the foundation of our competitive edge.



- ☑ **Local Firm with a Proven Track Record: LTG's Corporate office is in Ormond Beach, just 13.7 miles from the City's office and has been operating in Volusia County since 2002**. Throughout the years, we have been actively involved in numerous transportation planning and engineering projects within the City. Our extensive experience and successful completion of projects showcase our dedication to the community and our ability to deliver outstanding results.
- ☑ **Continuing Services Contracts with Key Entities:** Currently, LTG operates under continuing services contracts with the River-to-Sea Transportation Planning Organization (R2CTPO), Volusia County, and the Florida Department of Transportation (FDOT) District Five. These contracts demonstrate the high level of trust and confidence these agencies have in our capabilities. Our ongoing partnerships with these entities illustrate our ability to consistently meet and exceed expectations.
- ☑ **Comprehensive Expertise in Transportation Planning:** With an experienced team of engineers and planners, LTG possesses the necessary expertise to tackle a wide range of engineering and planning challenges. From multi-modal studies to traffic impact analyses, our team has the knowledge and skills to deliver comprehensive solutions.
- ☑ **Intimate Understanding of Multi-Jurisdictional Impacts:** Many of the corridors under study may be maintained by Volusia County, the R2CTPO or FDOT. LTG's existing contracts with these agencies position us perfectly to navigate the complexities of multi-jurisdictional impacts. Our ability to coordinate and communicate effectively across different entities ensures smooth project execution.
- ☑ **Former Public Sector Employees on Our Team:** LTG benefits from the expertise of eight former public sector employees. LTG staff understands the challenges in applying for state and federal funds, the relationships between the City and the R2CTPO, the agencies, the state and the federal governments, the unique requirements of state and federal oversight, and the importance of good documentation throughout a federally funded project. This insight allows us to strategize and collaborate effectively, ensuring project success and stakeholder satisfaction.

By selecting LTG, the City of Port Orange gains a partner with **unmatched local expertise**, a proven track record, and a commitment to excellence. Our competitive advantages reflect our genuine dedication to the City's success and our ability to deliver exceptional Transportation Engineering and Planning Services that align with your vision and objectives.

Overall Qualifications

Section 2: LTG's ability, capability and skill to perform the services.

LTG Qualifications and Capacity to Meet the City's Needs

LTG is well-equipped to provide comprehensive services in accordance with the City's RFSQ requirements. Our expertise and experience align closely with the practice areas outlined, ensuring that we can effectively contribute to the transportation planning and traffic engineering needs of the City.

LTG has designated **Kady Dearing, PE** as Project Manager, **who will serve as the main point of contact**, and oversee the coordination of all services under the contract. Ms. Dearing will be responsible for ensuring effective communication, timely delivery of work products, and adherence to the project schedule.

MANAGE THE POTENTIAL LOSS OF KEY PERSONNEL

At LTG, our commitment to continuity and stability is reflected in our exceptionally low turnover rate and the tenure of our proposed key personnel. Led by our proposed project manager, **Kady Dearing, PE, who has been an integral part of LTG for 11 years**, our team boasts a collective wealth of experience within the firm. We prioritize the nurturing and retention of top talent, which is evident in the longevity of our staff members, **most of whom have been with LTG for many years.**

This stability ensures a seamless transition and consistent delivery of high-quality services, even in the unlikely event of personnel changes. Furthermore, our organizational structure encourages knowledge sharing and cross-training, mitigating the impact of any potential personnel adjustments. We firmly believe in the strength of our team, built on a foundation of expertise, dedication, and a shared commitment to our clients and projects. This cohesive approach ensures that even in the face of personnel changes, LTG remains equipped to meet and exceed the terms of any contract.

UNDERSTANDING OF REQUESTED SERVICES – LTG'S EXPERTISE

R2CTPO Bicycle / Pedestrian Feasibility Studies

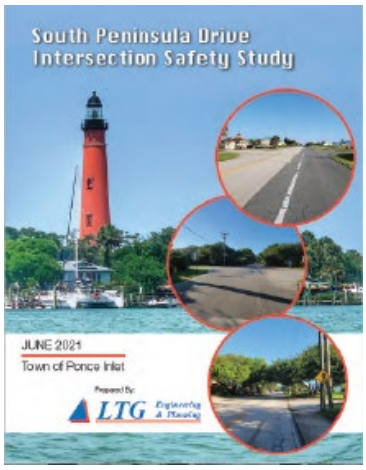
LTG completed a total of eight (8) bicycle and pedestrian feasibility studies throughout Volusia County for the R2CTPO in Debary, Orange City (2), Port Orange, Daytona Beach (3) and Pierson between 2015 and 2017.

Feasibility Studies

LTG staff is experienced in conducting Feasibility Studies that evaluate roadway capacity, operations, and deficiencies to develop alternatives that will fulfill the purpose and needs of the study, goals, and objectives. The determination of the purpose, needs, goals and objectives of each study will be coordinated with the City. Feasibility Studies will be performed with consideration for the vehicular, pedestrian, bicycle traffic, and all allowed users of the study roadway or facility. Traffic data including existing and future traffic projections, vested trips and developments, land uses, scheduled improvements, level of service, crash data, engineering information, environmental constraints, right-of-way requirements, and public input will be reviewed during the study. Recommended improvement concept plans, countermeasures, potential improvements, and options will be evaluated for effectiveness, constraints, constructability, and costs.

Planning Studies

LTG has led county-wide facility type designations (Brevard County concurrence management system), has led the identification of long term SIS network improvement needs as part of urban area update studies (OUATS and VCATS), has led efforts for SIS facility capacity needs evaluation (FIHS studies), presented the findings from numerous public sector transportation studies to members of the public and elected bodies, and has identified funding sources, including traditional revenue streams and public-private partnership participation.



LTG has also conducted numerous safety studies for schools throughout Volusia County on behalf of the R2CTPO. Through this experience, LTG is not only familiar with the process of identifying and reporting crash histories through database development and management, LTG is also familiar with working with police, sheriff, highway patrol, and local government traffic engineering staff in coordinating effective solutions to safety issues.

Corridor/Small Area Studies

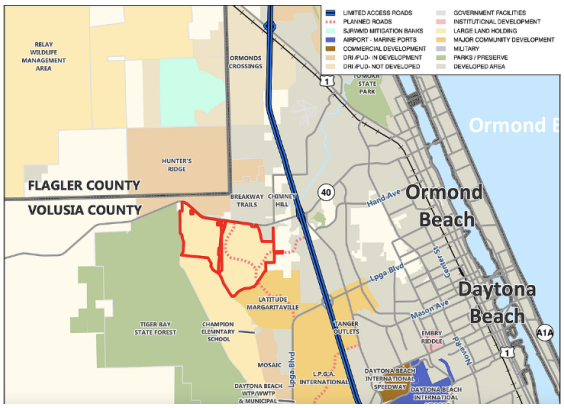
The LTG staff have developed small area studies for local governments and MPO's throughout the Central Florida area. The level of detail has ranged from simple corridor improvement programs, to detailed design analysis through microscopic simulation tools. Throughout these studies LTG has been able to focus on the critical relationship that transportation plays in the development of land use along a corridor or within a study area.

Comprehensive Planning Transportation Studies

LTG has conducted numerous analyses of land use growth and the resultant transportation impacts on local governments. These have ranged from establishing Transportation Concurrency Exception Areas (TCEAs) for the City of Daytona Beach, to future land use changes throughout Central Florida. This experience enables LTG to assess and understand these impacts given the changes in the State's growth management laws and the shift towards mobility management instead of standard traffic concurrency.

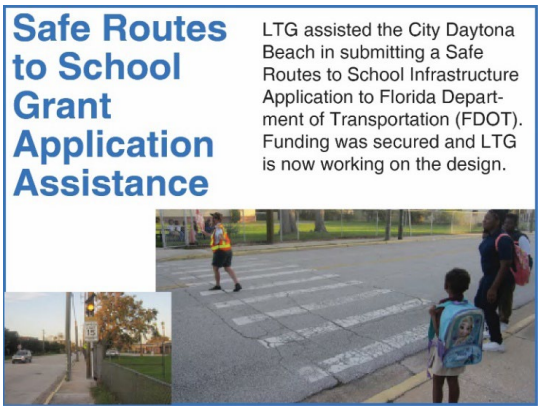
Transit Studies

The shift towards alternative modes of travel, including transit, bicycle, and walk modes, is a natural evolution given the increasing costs of the infrastructure needed for automobile travel. LTG has been involved in several updates of local comprehensive plans that focus on the provision of transit where traditional road programs were not desired or financially feasible. LTG also assists the development community in incorporating shared use trails and transit service through route changes and the designation of transit stops.



Trail/Pedestrian/Bicycle Master Planning

LTG has completed studies ranging from school safety studies for 17 schools in Volusia County, to development of a design build plan for the City of Palm Coast. LTG assisted in the establishment of an extensive bike trail system through a major multi-county private landowner's property that will one day form a new City. LTG's work continues today on extending that system to connect to a recently completed FDOT shared use trail.



Grant Support Services

LTG played a pivotal role in supporting the City of Daytona Beach in submitting a highly acclaimed Safe Routes to School Infrastructure Application to FDOT. Praised by both the Volusia County School District and the FDOT Bicycle and Pedestrian Coordinator as the most comprehensive application they had ever received, **it now stands as a benchmark for aspiring grant applicants**. This remarkable achievement led to the City of Daytona Beach being granted the award and subsequently selecting LTG for the Safe Routes to School Design Phase I Local Agency Program (LAP) project.

Gil Ramirez, PE wrote a proposal for a Flood Hazard Mitigation Grant for the Brevard County Stormwater Utility Department. The grant justified the construction of new regional stormwater treatment and drainage improvements for an area of roughly four square-miles. The grant application included a stormwater modeling report and a cost-benefit analysis that leveraged Geographic Information System tools to aggregate data from existing repetitive losses identified in the area, the Brevard County Property Appraiser to establish the existing value of all properties within the basin, LiDAR based topographic data, Flood Insurance Study data, and Flood Insurance Rate Map data to provide a comprehensive synthesis of anticipated damages due to the design storm event. **The grant was successful**, allowing Brevard County to proceed with construction of the project and improving the safety and quality of life of many residents in the affected area.

Travel Demand, Traffic & Accessibility Modeling

The use of transportation modeling is a valuable tool, but there must be a clear understanding of the strengths and weaknesses of these models. LTG has been creating, adopting, and using various transportation systems modeling since the firm was created over 21 years ago. We continue to ensure that our staff is up to date with training and understanding of the models used by FDOT in developing future forecast of the transportation network.

Central Florida Regional Planning Model

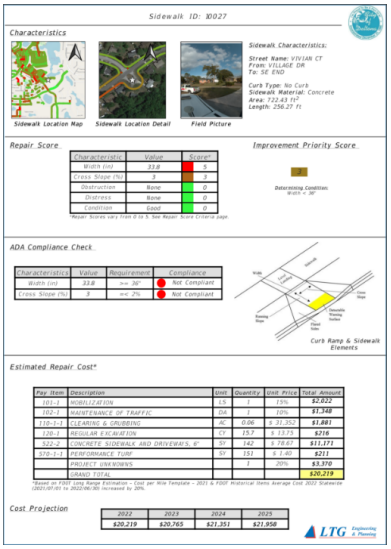
LTG maintains several urban area models using the Cube implementation of FSUTMS (the Florida Standard Urban Transportation Modeling Structure). This includes the Central Florida Regional Planning Model (CFRPM) 7.0. LTG has also effectively applied the CFRPM to conduct corridor analyses (e.g., Hollywood Boulevard Corridor Study conducted for Brevard County), and to model the impact of new interchanges, such as the St. Johns Heritage Parkway/I-95 interchange just north of the Indian River County line and the Matanzas Woods Parkway interchange with I-95 in Flagler County.

Data Collection and Analysis

LTG understands the importance of accurate and timely transportation data. Whether the issue is intersection analysis or a pedestrian crossing warrant study, the staff at LTG can efficiently collect, process, and review data to ensure that it is useful and pertinent.

LTG is equally experienced in the analysis of the data we collect, as well as the analysis of future travel demand projections that we develop. When using the Highway Capacity Software, Synchro, Vissim, or other analysis tools, LTG is aware of the need to calibrate the procedures to accurately reflect existing conditions so that they may be appropriately applied to future conditions.

LTG continually uses the CFRPM in subarea analysis, as was recently applied in the interchange operational analysis of the I-95/LPGA Boulevard interchange. This project involved the modification of land uses (including verification of quantities using aerial photography), modifications to the link-node network to more accurately represent existing or proposed conditions, and changes to future socio-economic data for development approved since the long-range transportation model was approved. LTG used this same procedure to develop the design traffic volumes for the then-planned Matanzas Woods Parkway interchange with I-95, which has since been constructed.



Technical Capabilities

Having a complete software and hardware suite allows LTG staff to provide creative solutions to our client's complex challenges. LTG uses Core an integrated time-tracking, project management, and accounting software tailored to our needs. Core tracks projects in real-time as staff enters time and expense entries against the approved schedules, budgets, activities, time allocations, and invoices. The software is specifically designed to allow PMs to manage multiple projects concurrently and as such provides graphical and tabular summaries to quickly evaluate the status of multiple projects. Cutting edge software includes ArcGIS Desktop, AutoCAD Civil 3D, Revu Pro by Bluebeam Software, Inc., Google Earth Pro, ICPR, Synchro Studio, and Highway Capacity Software (HCS). These packages are part of the core tools in-use by LTG.

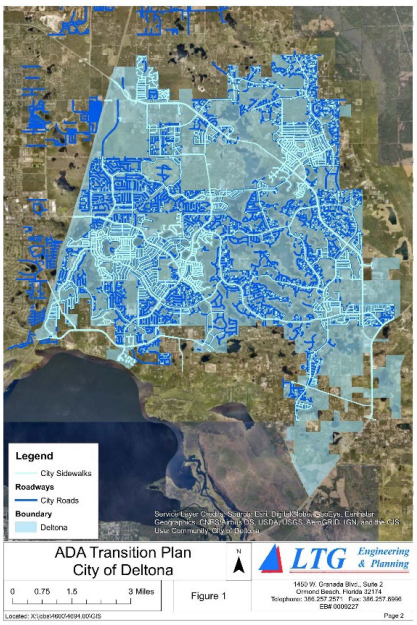
In addition to the compatible packages, we anticipate the use of AutoTURN, GuideSIGN, Cube, Vissim and Visum by PTV, Mathcad, ETAP, AGi32, and Microstation, to name a few. LTG maintains a suite of computer hardware, from 32 core servers for travel-demand modeling, to custom-built virtual machines for 3D CADD. The team includes a variety of specialty hardware and software packages for surveying, such as LEICA Total Stations, Hyrolite boat-mounted Sonar, mobile and drone mounted LiDAR, vactor trucks, structural, traffic, hydraulic design, and 3D modeling software.

On the St. Johns Heritage Parkway Interchange project, LTG was able to save the FDOT $500,000 in infrastructure by employing our cutting-edge software suite to revise the construction plans and resolve a conflict involving FP&L and the City of Palm Bay. By employing LTG's detailed 3D polygonal photometric modeling on a five-mile freeway widening project, our staff provided a lighting design with a 20% reduction in light poles from the concept, providing a savings of roughly $350,000. The team's knowledge and experience with cutting-edge tools allows us to provide the City with quality products and cost savings during construction.

Recent experience with GIS-centric work products includes the development of a GIS sidewalk inventory and master plan for the City of Deltona. The project included data collection by mobile LiDAR and the use of GIS to analyze the data and develop reports on each ramp and sidewalk segment, development of a priority list, and delivery of a PDF report and the full geodatabase package. This was the City's first application of mobile LiDAR in this manner and the project included a pilot and multi-phased implementation. Automated processing of the data using GIS accelerated the delivery schedule, improved the quality of the deliverables, and allowed LTG to deliver the project well within budget and ahead of schedule. The Deering Parkway Extension project employed GIS hydrologic analysis of LiDAR data to delineate basins and calculate times of concentration.

Mapping and Graphics Production

Through our graphics and GIS capabilities, LTG will provide quality reports and graphics, then present the study results in an easily understood format that is pleasing to the eye. LTG recently prepared a sidewalk transition plan to evaluate and improve the existing pedestrian network in accordance with the latest Americans with Disabilities Act (ADA) design standards for the City of Deltona Planning & Development department. A graphic representation of the data evaluation summary is shown to the right.



Public Involvement Assistance & Graphics

Public participation and involvement are essential to the success of a planning project. Our staff at LTG have the local experience required to provide the City with the needed support to survey, evaluate, analyze, present, and interact with the public. The nature of each TWO dictates what level of Public Engagement Plan (PEP) will be required for community outreach. Early coordination is crucial to the success of your projects. Most recently, LTG developed and executed the PEP as the prime consultant for the SR 400 Resurfacing project from CR 4009 to East of Forest Lake Boulevard in FDOT D5. LTG also developed two webinar training presentations for FDOT's Statewide Arterial Management Program on Advanced Traffic Signal Performance Measures and Safety Applications of Traffic Signals. Both are now posted to the state's e-learning portal. LTG Staff are well-versed in public presentations, including both their preparation and delivery, to public boards and the general public.

Our in-house graphic designer specializes in transforming complex transportation planning concepts, statistical data, and technical information into visually appealing and easy-to-understand graphics. We understand the importance of accuracy and consistency in public involvement graphics. Our dedicated quality assurance team will conduct thorough reviews to ensure the graphics are error-free, visually appealing, and aligned with established branding guidelines. Additionally, we will adhere to project timelines and milestones to ensure timely delivery of the project.

Transportation Engineering

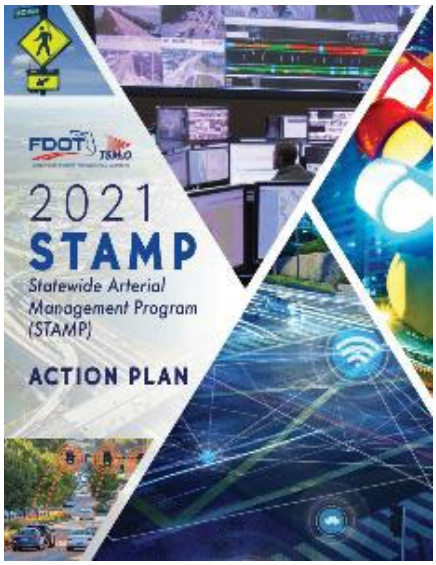
LTG provides engineering design solutions based on development associated impacts and for future anticipated demands on our transportation systems. LTG's design staff is familiar with all aspects of transportation related design projects and has developed final design plans including, but not limited to: pavement design, utility coordination, environmental permitting, roadway and drainage design, signal design, lighting design, temporary traffic control plan development (TTCP), utility design (water, sewer and reclaimed water pressure pipe design), signing and pavement marking design, and development of the technical specification package.

LTG is familiar with capacity expansion projects, safety projects including those involving pedestrian and bicycle design features, traffic calming, and pavement rehabilitation (RRR) projects that are intended to extend the life of an existing roadway. LTG is very familiar with the design and analysis process associated with evaluating the various intersection and roadway alternatives based on current and projected traffic data. In the study phase, we utilize state-of-the-art simulation models such as VISSIM, CORSIM and Synchro that are capable of rapidly evaluating the effectiveness of alternative alignments, lane configurations, and a multitude of intersection control techniques. Once the study phase is complete and approved by the maintaining agency, the project will be transitioned to our design team for preparing the final contract plans and specifications package.

For example, one of our recent successfully completed projects is the widening and intersection improvements along LPGA Boulevard to accommodate the new Buc-ee's Travel Center. This project required the widening of LPGA between I-95 and Williamson, milling and resurfacing of existing pavement, adding new and extending existing turn lanes to accommodate traffic demands, constructing new signal mast arms with pedestrian crossing features, storm sewer and drainage modifications, and signing and pavement markings. LTG completed this design project based on an accelerated schedule while meeting both FDOT and Volusia County design and permitting requirements. Included in this effort was the preparation of cost estimates using FDOT's Long Range Estimates (LRS) Cost-Per-Mile models.

Safety

The LTG team brings a diverse range of safety-related tools and experience to the contract. LTG's staff developed two webinar training presentations for FDOT's Statewide Arterial Management Program (STAMP) on Advanced Traffic Signal Performance Measures and Safety Applications of Traffic Signals. Both are now posted to FDOT's e-learning portal. They have designed dozens of intersections within FDOT District 5 with the focus of improving safety and operations on the arterial network. Examples include deployment of Smart Signals; upgraded or retrofitted pedestrian detection, backplates, signal heads, mast-arm retrofits, signage improvements, and crosswalk enhancements. LTG has conducted midblock crosswalk studies and designed enhanced crosswalks that included raised crosswalks, enhancement with in-pavement lighting, pedestrian hybrid beacons, and rectangular rapid flashing beacons (RRFBs).



LTG has worked with local agencies to master plan the improvement of their entire sidewalk networks to meet ADA requirements. LTG has worked with FDOT on a number of projects to enhance safety within the context of RRR projects, to bicycle lanes, keyhole lanes, extend sidewalks or multiuse trails, add audible vibratory treatments in rural contexts, evaluate no-passing zones, and assess the impacts of landscaping on sight distance triangles, to name a few. LTG has conducted District 5 lighting designs for various applications ranging from limited access interchanges, to signalized intersection crosswalks, ensuring that photometrics not only meet current Department illumination and uniformity standards using AGI32, but ensuring that the improvements fit the context of the surrounding area, consider the needs of our multimodal users, and also support the functional classification of the roadways being enhanced.

Transportation Systems Management and Operations (TSM&O): LTG's TSM&O services are focused on improving the security, safety, and reliability of the transportation system. Our capabilities include signal system operational analysis, traffic signal retiming studies, and other technology-related efforts to enhance safety and efficiency of transportation operations. LTG is the prime engineer for the TSM&O contract in FDOT District 5 and is a subconsultant on the TSM&O contracts for FDOT District 5 and the Florida Turnpike Enterprise. Through those contracts LTG has been able to design a number of signalization and ITS projects, including the deployment of Connected Vehicle and Artificial Intelligence technologies. LTG also provides lighting analysis and design services, and is capable of designing lighting for vehicles, pedestrians, trails, and decorative deployments.

Miscellaneous Transportation Planning Services: In addition to the major categories mentioned above, LTG provides a range of miscellaneous transportation planning and engineering services to support the City's traffic engineering division. These services encompass various crucial aspects of transportation infrastructure, including conducting multi-modal studies and transportation alternative studies, reviewing and preparing revisions to the City's Transportation Impact Fee Ordinance, and analyzing Comprehensive Plan Amendments (CPAs) and Evaluation and Appraisal Reports (EARs) to shape future planning efforts.

Pursuant to Rule Chapter 73C-49, Florida Administrative Code, at least every seven years a local government must determine whether it needs to update its comprehensive plan to reflect changes in state requirements. Each local government must notify the state land planning agency by letter of this determination. **The City of Port Orange's next notification deadline is October 1, 2024.** LTG is capable of assisting the City with analyzing and preparing this notification letter, and with transmitting any subsequent amendments to the City's comprehensive plan as identified in the notification letter. LTG most recently assisted the Town of Lady Lake to meet these requirements.

With a focus on future-oriented planning, we analyze details of upcoming projects, assess the potential use of alternative transportation services, and develop inventories of public parking spaces to serve the evolving needs of the community. Additionally, LTG provides expert traffic engineering planning services related to parking garage needs and actively engages in meetings with City staff to ensure seamless communication and collaboration throughout the process. Our comprehensive range of services and dedication to excellence make LTG a reliable and versatile partner for the City's transportation planning and engineering endeavors.

The LTG Team has the background knowledge, experience, and expertise to "hit the ground running," providing services to the City of Port Orange.

Overall Qualifications

Section 3: LTG's Projects and Experience

We are delighted to present our Team's extensive experience and expertise in transportation engineering and planning, including Grant Support Services. Our track record showcases a diverse range of successfully completed projects that closely align with the requested services outlined in the Scope of Work. With our proficiency in transportation planning, we consistently deliver exceptional results across various contexts, including design, long-range transportation planning, project feasibility studies, and analysis. Our commitment to providing high-quality services has earned us a reputation for consistently meeting project objectives and surpassing client expectations.

In the subsequent pages, we provided project examples that not only demonstrate the depth of LTG's experience but also highlight our proven track record in traffic engineering and transportation planning. Each project information sheet includes crucial details such as project specifications, client information, and a comprehensive description of the work performed. These examples effectively showcase our ability to tackle complex planning and engineering challenges with precision and expertise, while **meeting schedules and deadlines**. Furthermore, the provided client contact information on each project sheet is current and accurate, allowing for direct verification of our clients' satisfaction and our successful project outcomes.

RELATED PROJECT EXPERIENCE

1. **Volusia County**
   Traffic Engineering and Transportation Planning CSC
2. **FDOT District 5**
   Transportation Systems Management and Operations (TSM&O) Consulting Services CSC
3. **City of DeLand**
   Traffic Engineering and Transportation Planning CSC
4. **City of DeBary**
   Traffic Operational Analysis Studies Reviews CSC
5. **City of Palm Coast**
   Traffic Engineering CSC
6. **FDOT Central Office**
   Statewide Arterial Management Program (STAMP) CSC
7. **Town of Lady Lake**
   Comprehensive Plan Update
8. **City of Daytona Beach**
   Safe Routes to School Grant Application Assistance
9. **City of Daytona Beach**
   Americans with Disabilities Act (ADA) Transition Plan

These project examples showcase our team's capabilities and successful track record in the transportation industry. **We take great pride in our ability to deliver high-quality services that meet the needs of our clients and drive positive outcomes.**

LTG has established strong professional relationships throughout our years of experience. Our commitment to delivering exceptional services and building long-term partnerships has earned us the trust and respect of our clients. **As part of this section, we are pleased to provide letters of recommendation and professional references who can attest to the quality and value of our work.** These references have firsthand experience working with our Team on various transportation projects and can provide valuable insights into our capabilities, professionalism, and commitment to client satisfaction.

Volusia County
FLORIDA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

April 22, 2022

Potential Client

Re: LTG, Inc.

To Whom It May Concern,

This letter is to formally acknowledge Volusia County's recent and continuing relationship with LTG, Inc.

LTG, Inc. has been awarded consecutive Professional Traffic Engineering & Transportation Planning Services Continuing Service Contracts (CSC) with Volusia County since 2010. The County's CSC requires the prime and/or subcontractors to have FDOT pre-qualifications in the following work group/types: 2.0, 6.1, 6.2, 6.3.1, 6.3.2, 6.3.3, 7.1, 7.2, 7.3, 9.1, 9.2, 10.1, 13.3, 13.4, 13.5 and 13.6. Each CSC is for a period of three (3) years exercisable at the option of the County.

Under these CSC's, LTG works as an extension of our staff to provide support in the areas of traffic engineering, such as, traffic signal design, lighting design, traffic signal warrant studies, traffic operations studies, safety studies, capacity analysis, ADA Compliance reviews and other similar assignments.

Over the years LTG has performed tasks as engineers of record on a variety of tasks and projects. Most recently, LTG has provided three (3) traffic signal designs for the County's Capital Improvement Projects, which include ITS communications & fire preemption . LTG's role in these contracts includes all phases of a project, including utility coordination and post design services through closeout of the construction phase. The three (3) traffic signal designs were completed on schedule.

LTG staff are professional, well-versed, and provide a very good level of service on their task assignments. Their staff works closely with the County to negotiate scopes and fees on their task assignments and will respond quickly to changes in scope.

We highly recommend LTG to potential clients. I have had the pleasure to work with them for over ten (10) years now and they have always delivered and provided exceptional service and quality.

Should you have any questions, feel free to contact our office at 386-736-5968.

Sincerely,

Jon Cheney, P.E.
Volusia County Traffic Engineering Division Director

123 West Indiana Avenue, Room 403, DeLand, Florida 32720
(386) 736-5968 • Fax: (386) 740-5242
www.volusia.org

"We highly recommend LTG to potential clients."

➲ **Jon Cheney, P.E.**
Volusia County

LETTERS OF RECOMMENDATION

1. **Michael Grunewald, City of Palm Coast**
   Email: mgrunewald@palmcoastgov.com
   Phone: (386) 986-3740

2. **Corrina Gumm, PE, Brevard County**
   Email: corrina.gumm@brevardFL.gov
   Phone: (321) 633-2077

3. **Glenn Storch, Storch Law Firm**
   Email: glenn@storchlawfirm.com
   Phone: (386) 238-8383

We stand committed to leveraging our demonstrated expertise, proven track record, and strong client relationships to deliver exceptional results for your projects. **Our team at LTG is dedicated to surpassing expectations and achieving success together.**

Volusia County Engineering CSC

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION

Volusia County, Florida

CLIENT

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KEY STAFF

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LTG Engineering & Planning

LOYAL. TRUSTED. GENUINE.

Professional Traffic Engineering and Transportation Planning
Continuing Services Contract (CSC)
Volusia County

LTG was retained on behalf of Volusia County to provide traffic engineering and transportation planning services on a continuing basis. Under this contract, LTG works as an extension of staff to provide support in the areas of traffic engineering such as Traffic Operations Studies, Safety Studies, Capacity Analysis, Traffic Signal Warrant Studies (TSWS), Traffic Signal Design (TSD), Lighting Design, and other similar assignments. LTG has held consecutive CSC contracts with Volusia County since 2014.

Recent Services Provided:

Traffic Signal Design - Deltona Blvd at Enterprise Road (Current) **$62,948.37**
LTG provided engineering services for a TSD for the Deltona Boulevard at Enterprise Road intersection, located in the City of Deltona. LTG's primary objective is to replace the existing diagonal signal span up to four (4) Seminole County Standard Mast Arms poles (non-fluted, 150 MPH wind load) with luminaires (LED COBRA head), incorporating a new controller, new power service, vehicle detection devices, and new internally illuminated street name signs.

Traffic Signal Design - Pioneer Trail at Sugar Mill Drive (2022) **$38,965.00**
LTG provided engineering services for a TSD for the C.R. 4118 (Pioneer Trail) at Sugar Mill Drive intersection, located in the City of New Smyrna Beach. LTG's primary objective was to replace the existing flashing signal span wire with up to four (4) Seminole County Standard Mast Arms (non-fluted, 150 MPH wind load) with luminaires (LED COBRA head), incorporating a new controller, new power service, vehicle detection devices, and new internally illuminated street name signs.

Traffic Signal Design - Clyde Morris at Willow Run (2021) **$39,221.00**
LTG provided engineering services for the TSD for the C.R. 483 (Clyde Morris Boulevard) at Willow Run Blvd./City Center Pkwy intersection, located in the City of Port Orange. LTG's primary objective was to replace the existing box span wire signal with four Seminole County Standard Mast Arms (non-fluted, 150 MPH wind load) with luminaires (LED COBRA head), incorporate a new controller, new power service, vehicle detection devices, and new internally illuminated street name signs.

All-Way Stop Warrant Study - Cardinal Blvd at Raymond Ave (2020) **$7,500.00**
LTG provided traffic engineering and transportation planning services on behalf of an All-Stop Warrant Study located at the intersection of Cardinal Boulevard and Raymond Avenue in the City of Daytona Beach Shores. The study included an evaluation of vehicular, pedestrian and bicycle volumes entering the intersection.

Traffic Signal Design – Williamson Blvd at Bellevue (2019) **$34,903.00**
LTG provided engineering services the TSD for the Williamson Boulevard at Bellevue Avenue intersection, located in the City of Daytona Beach. LTG's primary objective was to replace the existing box span wire signal with four FDOT standard mast arms with luminaires (LED COBRA head), incorporating a new controller, vehicle detection devices, and new internally illuminated street name signs.

Additional Services provided under this repeat contract:

- Safety Study, Intersection Improv. Analysis, TSWS – Clyde Morris Blvd (2019)
- Traffic Signal Design – Pioneer Trail at Enterprise (2018)
- Traffic Signal Design – Plymouth and Stone (2018)
- ADA Transition Plan – Phase 2 (2015)

Consecutive Contracts
2014-Current

FDOT Districtwide TSM&O Consulting Services CSC

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION

District Five, Florida

CLIENT

FDOT District Five
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Florida Department of Transportation (FDOT) District Five Districtwide Transportation Systems Management and Operations (TSM&O) Consulting Services BDI Contract (CAF47)

LTG was retained by the Florida Department of Transportation (FDOT) District 5 to provide Districtwide TSM&O Services for the Department. Under this five year contract, LTG works as an extension of staff for miscellaneous assignments on an as-needed basis.

Task Work Orders (TWO) to date include:

TWO 1 – NASA Boulevard Intelligent Transportation System Expansion

$179,966.74

City of Melbourne - The LTG team is responsible for designing the contract plans and specifications for the construction of reconstructing the ITS infrastructure and subsystems from a wireless based framework to a Fiber Optic Network (FON) system. This project includes installation of fiber optic cable along the corridor, signal components to provide Intersection Movement Count data in support of Automated Traffic Signal Performance Measures (ATSPM), Closed-Circuit Television (CCTV) camera subsystem, and vehicle identification subsystem for travel time. This project is a Local Agency Project (LAP) with the City of Melbourne.

TWO 2: Malabar Road ITS Expansion from SJHP to San Filippo Blvd

$279,220.57

City of Palm Bay - The LTG team is responsible for designing the contract plans and specifications for the construction of Single-Mode (SM) Fiber optic trunk cable (FOC) and FOC drops, CCTV cameras, replacement of video detection systems (VDS) and configuration for ATSPM, controller and cabinet replacements, and Ethernet switches along Malabar Road. This is a LAP ITS project with the City of Palm Bay.

TWO 3: San Filippo Drive ITS Expansion from Waco Blvd to Malabar Road

$152,321.50

City of Palm Bay - The LTG team is responsible for designing the contract plans and specifications for the construction of SM FOC and FOC drops, CCTV cameras, replacement of VDS and configuration for ATSPM, controller and cabinet replacements, and Ethernet switches along San Filippo Drive. This is a LAP ITS project with the City of Palm Bay.

TWO 4: Emerson Drive ITS Expansion from Walden Blvd to Malabar Road

$140,798.48

City of Palm Bay - The LTG team is responsible for designing the contract plans and specifications for the construction of an ITS Adaptive Control System along Emerson Drive. The total project length is 2.91 miles and consists of 4 intersections with traffic signals. The proposed ITS infrastructure will include a FON, 3 CCTV, 3 upgrades to traffic signal controllers/cabinets and 3 wireless detection system. The ITS network will be controlled by the City's Traffic Operation staff and connected to the existing FDOT ITS infrastructure at the intersection of Malabar Road and San Filippo. The connection will allow both FDOT and Brevard County traffic to have access to view the system and data. This is a LAP ITS project with the City of Palm Bay.

TWO 5: Volusia County ITS Expansion

$124,725.37

Volusia County - The LTG team is responsible for contract plans and specifications for the County of Volusia to construct the following elements along SR 600 (US 92/International Speedway Boulevard) from Garfield Avenue to Langley Avenue, SR 15 (US 17/N. Woodland Boulevard) from Rich Avenue to Plymouth Avenue, and SR 44 (W. New York Avenue) from Stone Street to SR 15A (Spring Garden Avenue) within the County of Volusia, Florida: Single-Mode (SM) Fiber optic trunk cable (FOC) and FOC drops; controller replacements; and ethernet switches.

2022 - current

Engineering Services Continuing Contract

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION
DeLand, Florida

CLIENT
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LTG Engineering & Planning

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LTG was retained to provide traffic engineering and transportation planning services for the City of DeLand. LTG's services include representation on behalf of the City on the Technical Coordinating Committee (TCC) of the River-to-Sea Transportation Planning Organization (R2CTPO), hourly services to provide advice and assistance on transportation-related issues on an as-needed basis, and providing neighborhood studies (from small, local streets to larger neighborhood streets, to City-maintained arterials) focusing on traffic calming. Additionally, LTG attends the monthly safety meeting to discuss traffic operations issues and provide miscellaneous design recommendations.

Recent services provided:

Downtown Wayfinding Signs FDOT Permitting (2021)
LTG provided design assistance and plan preparation for pedestrian wayfinding signs located in the Florida Department of Transportation (FDOT) right-of-way at identified intersections along US 17/92 in the City of DeLand, Florida.

Preliminary Traffic Calming Analysis (2020)
LTG provided an evaluation of the existing traffic operations on Stone Street, from SR 44/New York Avenue to Minnesota Avenue, as it relates to vehicular speed, projected travel time and safety.

Beresford Springs - Traffic Impact Analysis (TIA) Independent Review (2020)
LTG provided transportation planning and traffic engineering services for review of a Traffic Impact Analysis (TIA) provided on behalf of the Beresford Springs Residential project, prepared by another firm.

Banner Poles Replacement Permitting (2020)
LTG provided design and permitting through the Florida Department of Transportation (FDOT) and the City. Permitting was required to replace four existing banner poles located on Woodland Blvd, two at the north side of the Ohio Ave intersection and two at 250' north of the Voorhis Ave intersection. LTG provided structural analysis and design of the banner poles as well as construction plans for the replacements.

Additional Services provided under this repeat contract:

- Alternatives Analysis for Additional Victoria Hills Access
- Florida Avenue Traffic Calming Evaluation
- Victoria Hills and Victoria Commons Traffic Calming Evaluation
- Candlelight Oaks Traffic Calming Evaluation
- Three Traffic Calming Studies
- R2CTPO TCC Representation, Neighborhood Studies and Continuing Services
- W. Voorhis Avenue at S. Clara Ave – Span Wire Traffic Signal Design

Consecutive Contracts
2014-Current

Engineering Services Continuing Contract

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LTG, Inc. (LTG) was retained by the City of DeBary to provide traffic operational analysis studies on a continual basis. Under this contract, LTG has provided the following professional review services:

Traffic Impact Analysis Review
Florida Public Utilities
Family Dollar
Yelvington District Center
Alexander Woods
Riviera Bella East

Site Plan Review
Saxon Cove
Dollar General
Prestige Concrete Plant
Dunkin Donuts
Public Safety Buildings
Florida Tower Partners
Canterwood Manor
Progress Energy Park

Trip Generation Review
Islamic Center of Deltona
North Pine Meadows Medical
Eagle's Club
Canterwood Manor

LOCATION
DeBary, Florida

CLIENT
City of DeBary
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LTG Engineering & Planning

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Services
- Traffic Engineering
- Transportation Planning
- Review of Traffic Impact Analyses
- Proportionate Fair Share Agreements
- Maintenance of Traffic Plans
- Pavement Marking and Signal Design

Contract Year:
2017-Current

Palm Coast Traffic Engineering CSC

Traffic Engineering Continuing Services Contract (CSC)
City of Palm Coast

LTG was retained by the City of Palm Coast to perform traffic engineering services on on an as-needed basis. Under this contract, LTG works as an extension of staff to provide support in the areas of traffic engineering such as Traffic Operations Studies, Safety Studies, Capacity Analysis, Signalization Design, Lighting Design, and other similar assignments.

Task Work Orders (TWO) to date have included:

Streetlight Design – Ravenwood Drive (2021) **$18,800.00**
LTG was retained by the City of Palm Coast under our Traffic Engineering Services CSC to provide professional engineering services associated with the design of streetlights for Ravenwood Drive, from Rymfire Drive to Whiteview Parkway. The light poles were positioned along the east side of the Ravenwood Drive right-of-way to allow the luminaires to be mounted on the electrical distribution poles as a cost saving measure, while ensuring the luminaires provided the required lighting intensity and uniformity on the roadway pavement and sidewalk.

Streetlight Design Update – Belle Terre Boulevard - Phase 2 (2021) **$37,160.00**
LTG was retained by the City of Palm Coast under our Traffic Engineering Services CSC to provide professional engineering services associated with the street lighting design services for Belle Terre Boulevard Lighting. The primary objective was to revise the lighting design for Belle Terre Boulevard to accommodate the roadway and drainage improvements under design as part of the Belle Terre Roadway Improvements Project. The light poles along the corridor affected by the project were repositioned to accommodate the proposed roadway improvements.

Streetlight Design – Seminole Woods Boulevard (2021) **$47,880.00**
LTG was retained by the City of Palm Coast under our Traffic Engineering Services CSC to provide professional engineering services associated with the street lighting design services for Seminole Woods Boulevard. The primary objective of the project was to design street-lights for the 4.91-mile segment of Seminole Woods Boulevard, from SR 100 to US 1. The 2.34-mile north-south section of the project, from SR 100 to Citation Parkway, is a four-lane median divided roadway. The 2.57-mile east-west PROJECT, from Citation Parkway to US 1, is a two-lane roadway. The design provided a single string of luminaires opposite from the FP&L pole line. The light poles were positioned within the right-of-way with luminaires spaced to provide the required lighting on the roadway pavement and partial illumination to the combined use path along the east and south side of the project corridor. Design intention, access points to power sources, and mounting light fixtures on existing power poles were coordinated with Florida Power & Light (FPL).

Streetlight Design – Belle Terre Boulevard – Phase 1 (2020) **$67,190.00**
LTG was retained by the City of Palm Coast under our Traffic Engineering Services CSC to provide professional engineering services associated with the street lighting design services for Belle Terre Boulevard. The primary objective of the project was to design streetlights for the 3.72-mile segment of Belle Terre Boulevard, from SR 100 to US 1. The 2.42-mile north-south section of the project, from Citation Boulevard to SR 100, is a two-lane roadway with a sidewalk along the west side of the road. The 1.30-mile east-west section of the PROJECT, from US 1 to Citation Boulevard, is a two-lane roadway with a sidewalk along the north side of the road. The design approach installed the luminaires on the existing power poles and new light poles were installed with an alternating pattern to provide the required lighting for the roadway and the sidewalk. New streetlight poles were positioned within the right-of-way, outside the clear zone, and with luminaires spaced to provide the required lighting on the roadway pavement and sidewalks along the north and west side of the project corridor. The design was coordinated with Florida Power & Light (FPL).

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION
Palm Coast, Florida

CLIENT
City of Palm Coast
Michael Grunewald
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KEY STAFF
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LTG Engineering & Planning

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Statewide Arterial Management Program (STAMP) CSC

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION

Statewide, Florida

CLIENT

C2S Engineering, LLC
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LTG Engineering & Planning

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Florida Department of Transportation (FDOT) Central Office Statewide Arterial Management Program (STAMP) Continuing Services Contract

LTG was retained by C2S Engineering, LLC to perform traffic engineering services on a continual basis for the Florida Department of Transportation (FDOT) Central Office Statewide Arterial Management Program (STAMP) Continuing Services Contract. Under this contract, LTG works as an extension of staff for miscellaneous assignments on an as-needed basis.

Task Work Orders (TWO) to date have included:

$19,378.12

TWO 2 – Traffic Signal Maintenance and Compensation Agreements (TSMCA) Assistance
LTG assisted in the application of a systems engineering approach to the current TSMCAs for the purpose of amending the local agency traffic signal maintenance agreements to identify needs and objectives and apply performance measures to achieve those needs and objectives.

TWO 4 – Active Arterial Management (AAM) Assistance (2018) **$20,040.56**
LTG assisted the team in meeting with FDOT Districts 2, 3, and 5 and local agencies within those districts to assess the any planned or ongoing AAM efforts. LTG also assisted in development of a report which summarized the current state of the practice and provided recommendations on future deployments.

TWO 5 – Capability and Maturity Matrix (CMM) Workshops (2019) **$20,740.14**
LTG supported the team in utilizing the Capability Maturity Model (CMM) to Organize Arterial Strategy Workshops with the Districts and assess the capability and maturity of Connected Vehicle (CV) and related technologies of each district which improve safety, address the mobility needs of road users, consistent with the Department's vision. LTG's role was to schedule and lead the workshops for Districts 2 and 5.

TWO 6 – FRAME Architecture (2019) **$56,590.64**
LTG supported the development of the Request for Proposal (RFP) by conducting data collection and proposal writing for the I-4 Florida's Regional Advanced Mobility Elements (FRAME), a regional, intercity Integrated Corridor Management (ICM) project running from the Central Business District in Tampa to the southwest side of Orlando at the Florida Turnpike. I-4 and the other ICM routes cross four (4) counties: Hillsborough, Polk, Osceola, and Orange. I-4 FRAME will cover 77 miles of I-4, 122 miles of other limited-access routes, and signalized arterial roadways with a total of 491 traffic signal systems.

TWO 8 – Capability and Maturity Matrix (CMM) Workshops (2021) **$76,685.25**
LTG **led the teams** in collection of data, meetings with each FDOT District and local agencies within those districts to develop a report which assessed the current capabilities within each District in each of the statewide TSM&O program areas including the maturity of each ITS network and the capability to deploy Connected and Automated Vehicle (CAV) technologies. The data collected was summarized in the CMM and a summary report was presented to the FDOT Central Office.

TWO 10 – Statewide Arterial Management Program (STAMP) Update (2021) **$20,357.23**
LTG **led the teams** in collection of information from each of the FDOT Districts to rewrite and update the current statewide STAMP Action Plan. The TWO includes assisting FDOT Central Office in development of the statewide CAV guidance and training modules, and development of statewide guidance and training on Automated Traffic Signal Performance Measures (ATSPM).

$24,583.92

TWO 13 – Safety Applications of Traffic Contral Signals Training Module (2021)
LTG **led the teams** in creating Safety Applications of Traffic Control Signals training modules and presentation slides for District and Local Agencies. The training modules were completed with speaker notes, exercises, and module knowledge checks.

Town of Lady Lake Comprehensive Plan Update

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LOCATION
Lady Lake, Florida

CLIENT
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LTG Engineering & Planning

LOYAL. TRUSTED. GENUINE.

At least every seven years, local governments (including the Town of Lady Lake) must determine whether the need exists to amend its comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated. The Town is required to notify the state land planning agency by letter of this determination. The Florida Department of Economic Opportunity (FDEO) established a deadline for each local government's evaluation letter to be due. The Town's deadline to submit the evaluation letter was May 1, 2020.

The Town retained LTG to assist with the evaluation. LTG analyzed the Town's existing 2030 Comprehensive Plan to determine its compliance with state requirements. LTG generated a spreadsheet which listed each legislative change since the Town's last update in 2013, and noted whether amendments would be necessary or optional.

LTG drafted the evaluation letter for the Town's Comprehensive Plan which was approved by the Town Commission and was received by the State on May 4, 2020. Since the Town determined that amendments would be necessary, Lady Lake was required to prepare and transmit the proposed amendments by June 4, 2021.

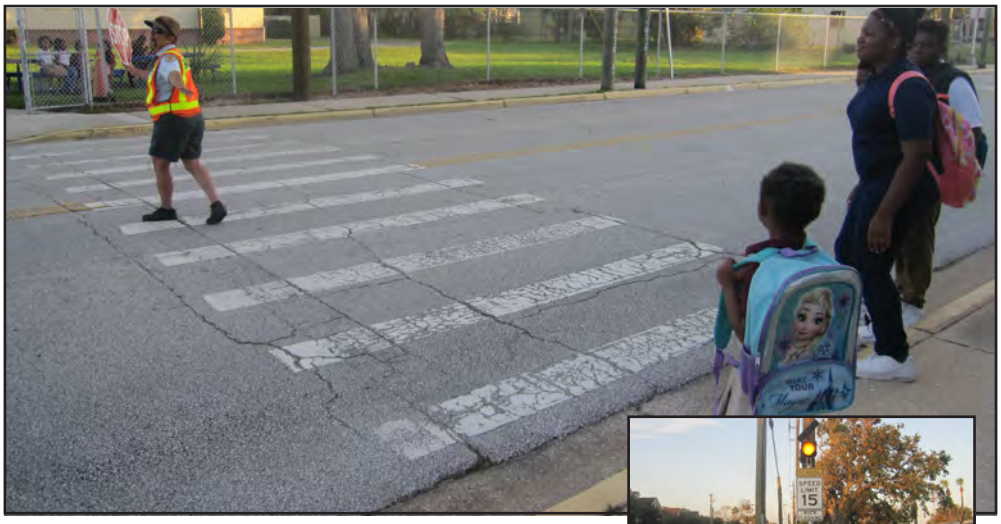
In February 2021 Lady Lake retained LTG to prepare the recommended comprehensive plan amendments and transmittal cover letter. The recommended amendments were prepared in a strike-through and underline format to be incorporated in an ordinance prepared by the Town. The amendments were reviewed by the Town's Planning and Zoning Board on April 12, 2021. The transmittal hearings of the Local Planning Agency and Town Commission took place on April 19, 2021. FDEO did not have any comments regarding the amendments and they were subsequently adopted on June 21, 2021 by the Town Commission. FDEO found the amendments in compliance on August 12, 2021.

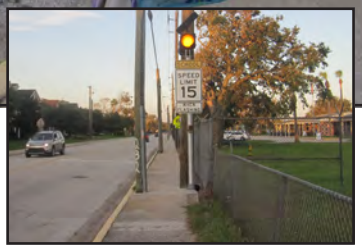
Project Year: 2019-2021

Services
- State-mandated Comprehensive Planning

Safe Routes to School Grant Application Assistance

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.





LTG was contracted by the City of Daytona Beach to provide a team to assist the City of in submitting a Safe Routes to School Infrastructure Application to Florida Department of Transportation (FDOT). Task included field observations at both schools including an assessment of the existing traffic, bicycle and pedestrian operations during morning arrival and afternoon dismissal. LTG coordinated a qualitative assessment of the preferred school routes within each school's walk zone to identify existing ADA barriers, pedestrian and bicycle safety issues and access constraints. LTG Prepared recommendations, conceptual design and cost estimates for improvements to the existing network.

Key factors being considered for improvements in design are vehicular travel speed and operations at school entrances, public transit locations and ease of access, ADA compliant crosswalks and curb ramps at intersections, and overall pedestrian safety enhancements through driver awareness techniques and roadway characteristic improvements. A committee of law enforcement, school representatives, crossing guards, City and LTG staff was formed. The City and LTG conducted public meetings with members of the Committee and the Public to gather information and identify critical areas of need within the school walk zones and to vet conceptual designs. LTG and the City worked closely with school officials and parents to gather the required surveys for the study. The application was completed and submitted to FDOT in January of 2018. Both the Volusia County School District and the FDOT Bicycle and Pedestrian Coordinator praised the final application as being the best and most complete application they had ever received and FDOT is now using it as an example to other Grant applicants.

As an integral part of the overall route determination LTG evaluated Samuel L Butts Park as a possible access route to the schools. Existing sidewalk routes through the park and improvements to the park sidewalk system were evaluated and modifications to the park amenities and fencing were considered. Ultimately, it was determined that encouraging students to utilize the Park presented safety risks and no single route could be identified as the primary route and improvements to the entire park sidewalk system would be too costly to include in the grant application.

Services

- Field Evaluations
- Project Research
- Data Collection
- Public Meetings
- Stakeholder Coordination
- Grant Writing
- Conceptual Plans
- Quantities
- Cost Estimates

Study Year: 2017
Completed Jan. 2018
Est. Cost: $49,300

LOCATION
Daytona Beach, Florida

CLIENT
City of Daytona Beach
Michelle Martin
950 Bellevue Avenue
Daytona Beach, Florida 32114
P: 386-671-8632
E: martinmichelle@codb.us

KEY STAFF
Mark P. Neiman, PE
Kady L. Dearing, PE
Matthew West, AICP
Kristina Croswell

Ormond Beach Office
1450 West Granada Blvd., Suite 2
Ormond Beach, FL 32174
P: 386-257-2571 | **F:** 386-257-6996
Email: info@ltg-inc.us

LTG *Engineering & Planning*

LOYAL. TRUSTED. GENUINE.

City of Daytona Beach ADA Transition Plan

Regardless of your project needs, you'll find the expertise you need here at LTG. Our staff is well-educated, experienced and ready to provide you with the services you need to successfully complete your project.

LTG created an Americans with Disabilities Act (ADA) Transition Plan to incorporate and update city-maintained intersections to meet the latest ADA design standards. All barriers or conflicts identified within the study area were included in the Transition Plan. Those intersections requiring improvements are to be constructed by the City as funds or opportunities become available. ADA Inspection forms were developed to ensure all appropriate data was collected at each intersection and Access Request (or Grievance) forms were developed to be posted on the City website to allow citizens to report ADA deficiencies or request improvements and to maintain and implement the Transition Plan.

Existing intersections were evaluated, within the identified study area, to determine all barriers that limit accessibility. Due to the number of intersections within the study area, the city was split into six (6) different sections (Beachside, Riverside, Northside, Midtown, Southside and Westside). LTG inventoried and evaluated 1143 intersections and developed recommendations and costs for 931 intersections that required improvements. The remainder were either in compliance or had no sidewalk connections. The ADA Inspection Form was used to establish data collection standards and to improve efficiency in the field. The data collected in the field was used to develop an existing conditions excel database for each section. To provide quick access to data an intersection ID# was assigned to each intersection by City section and intersection. The information obtained through the intersection inventory process was used as a baseline for recommending improvements for identified barriers or deficiencies.

All intersections requiring modifications or improvements were included in a recommendations & cost estimates excel workbook developed for each of the six sections. This allowed each intersection to be evaluated separately and address critical issues associated with that intersection. Each recommendation for improvement was identified in each quadrant of the intersection to establish a more defined total cost estimate for each intersection. A master unit cost list was also provided in one universal location to allow for quick cost estimate updates. The estimated cost developed for each intersection is summarized in a complete intersection list provided for each section.

LTG created a GIS database as a supplemental tool to the existing conditions and recommendations excel workbooks. Latitudes and longitudes were used to create a base point shapefile used to pinpoint the exact location of an intersection. The excel intersection ID#, the intersecting roadways, and intersection type were included in the intersection attributes table. This database provides graphical representation of all intersections maintained by the city and allows for a quick search of the information provided for each intersection.

Design Year: 2016-2017

LOCATION

Daytona Beach, Florida

CLIENT

City of Daytona Beach
Michelle Martin
950 Bellevue Avenue
Daytona Beach, Florida 32114
P: 386-671-8600
E: martinmichelle@codb.us

KEY STAFF

R. Sans Lassiter, PE
Mark P. Neiman, PE
Kady L. Dearing, PE
Jonathan Brasch, PE

Ormond Beach Office
1450 West Granada Blvd., Suite 2
Ormond Beach, FL 32174
P: 386-257-2571 | **F:** 386-257-6996
Email: info@ltg-inc.us

LTG Engineering & Planning

LOYAL. TRUSTED. GENUINE.

Professional Reference Letter

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department/Traffic Operations
2725 Judge Fran Jamieson Way
Building A, Room 211
Viera, Florida 32940

April 26, 2022

To Whom It May Concern,

It is a pleasure to recommend the services of LTG, Inc. as I have personally worked with their staff on multiple projects issued as task-work-orders in Brevard County under the Public Works Engineering Continuing Services Contract, and the Brevard County Traffic Management Center which was competitively procured.

LTG, Inc. has performed tasks as engineers of record on projects involving roadway, transportation traffic, and facilities improvements. LTG's role in these contracts include all phases of a project from preliminary engineering studies assessing operation and safety of existing and proposed components, design of improvements, and assistance with post design services through closeout of the construction phase.

LTG staff is professional, well-versed, and provided good level of service on their contracts. Their staff works closely with the County to negotiate scopes and fees on their contracts and will respond quickly to changes in scope. LTG, Inc. played a key role in successfully completing multiple projects and has earned my recommendation.

If you have any questions or need any additional information, please feel free to contact me at 321-633-2077 or by email at corrina.gumm@brevardFL.gov.

Sincerely,

Corrina Gumm

Corrina Gumm, P.E.
Traffic Operations Program Manager

Professional Reference Letter

city of PALM COAST
Stormwater & Engineering Department

160 Lake Avenue
Palm Coast, FL 32164
386-986-2360

April 26, 2022

Letter of Engineering Reference – LTG, Inc.

To Whom It May Concern,

The City of Palm Coast has qualified consultant, LTG, Inc., under Civil Engineering Continuing Services and Traffic Engineering Continuing Services Contracts for the City of Palm Coast.

Recent engineering projects LTG has performed for the City include a streetscape feasibility study; streetscape final design; and five separate lighting design projects within the City of Palm Coast. LTG's role in these contracts has included preliminary engineering studies, assessing operation and safety of existing and proposed components, design of improvements, and post design services.

LTG staff is professional, technically proficient, and provides good service on their contracts. LTG, Inc. has a strong reputation for having depth of Traffic Engineering knowledge that the City values. Projects are returned meeting project deadlines. LTG staff negotiates scope and fees on their contracts that are competitive within the industry.

LTG, Inc. has performed well for the City of Palm Coast on projects including traffic engineering, street light design, roadway design, and planning efforts.

Sincerely,

Michael Grunewald
Traffic Engineer
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3740

Professional Reference Letter

STORCH LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

April 21, 2022

Mr. Sans Lassiter
LTG, Inc.
1450 West Granada Boulevard - Suite 2
Ormond Beach, Florida 32174

Re: LTG, Inc.

Dear Sans:

As land use attorneys, the members of the Storch Law Firm strongly recommend LTG, Inc. for consideration. Our clients are top investors, developers and landowners, from throughout the country, and they demand prompt and professional service. That is what they receive from the professionals at LTG, Inc. Whether it is due diligence, pre-project, post project or matters involving current projects and changes that come with development; our firm has been very pleased with the response, creativity and work product of LTG, Inc. and its principal, Sans Lassiter, over the last 35 years. However, every member of your team has been a joy to work with on these projects. I also have to complement you and your staff on the personal and immediate responses we are able to get when there is a hearing or meeting that requires your expertise.

LTG is currently working with our firm on a number of large projects for a variety of clients and properties through Volusia and Flagler counties. LTG is well respected for its expertise by our local county and city officials, and by and by governments through-out our area. That respect makes it easier to resolve traffic issues when both the government and the client respects your conclusions and recommendations. Thank you for your hard work.

Please contact me if I can be of any further assistance.

Kindest Regards,

Glenn D. Storch

C. Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

Proposed Project Team

Our staffing plan demonstrates our commitment to fulfilling the scope of work with a highly skilled and organized team. We have carefully identified project management and key technical personnel who possess professional written and oral communication skills, ensuring effective collaboration and clear communication throughout the project. Our team also brings experience in public involvement activities and a knack for creating innovative outreach programs. Resumes for the key staff members mentioned in this section are provided.

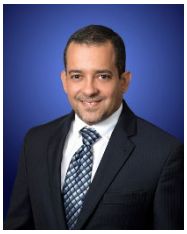
LTG KEY PERSONNEL

Kady Dearing, PE (Ormond Beach Office) will serve as a **Project Manager** and **single point of contact**. With her extensive expertise in project management, transportation planning, traffic technology and comprehensive understanding of operations, geometries, research, and safety, Ms. Dearing brings a wealth of knowledge to the project. Ms. Dearing's technical background is highly relevant to the scope of work outlined in the RFSQ. Her experience includes conducting urban area modeling, subarea analyses, safety studies, traffic impact studies, traffic signal warrant studies, intersection analyses, corridor studies, bicycle and pedestrian feasibility studies, grant application assistance and Americans with Disabilities Act (ADA) transition planning. She possesses a strong command of various software applications, including Highway Capacity Software, Synchro 10, AutoCAD, Trends Analysis, Atlas, and the Central Florida Regional Planning Model (CFRPM).

As a Project Manager, Ms. Dearing's expertise in leading public agency continuing service contracts will greatly contribute to the successful execution of the project. She is successfully managing the River to Sea Transportation Planning Organization (R2CTPO) General Planning Consultant (GPC) CSC, the City of DeLand Transportation Engineering CSC and the City of Daytona Beach Transportation Planning CSC. Her ability to apply her knowledge and skills in traffic engineering and transportation planning will ensure accurate and comprehensive analyses, resulting in effective solutions tailored to the project's requirements.

Furthermore, Ms. Dearing's location in our Ormond Beach office enhances our ability to provide localized support and responsiveness to the project. Having a Project Manager situated in close proximity to the project area enables efficient coordination and seamless communication with local stakeholders and agencies.

With Ms. Dearing's leadership and technical prowess, combined with her commitment to delivering high-quality results, we are confident in her ability to effectively manage the project and serve as a reliable point of contact throughout its duration.



Gil Ramirez, PE (Ormond Beach and Melbourne Office) will serve as the **Principal-in-Charge** of this contract. With a remarkable track record of over 22 years in traffic operations, project management, and design, Mr. Ramirez brings a wealth of experience, expertise, and leadership to our team. The definitive proof of successful contracts is the continual awarding of contracts by repeat clients. Mr. Ramirez has successfully managed multiple continuing services contracts for the Florida Department of Transportation (FDOT), municipalities and private entities across the state in his 22 years of working in Florida. With Mr. Ramirez at the helm, we are confident in our ability to exceed the expectations outlined in the RFSQ and deliver outstanding planning services to the highest standards.

George Galan, PE (Remote) will serve as the **Quality Control and Quality Assurance Manager** for this contract. Mr. Galan serves as the Director of Traffic Operations for LTG. He oversees the technical accuracy of our traffic operations and transportation planning work products on a daily basis. He ensures that our technical staff follows our standard quality control procedures, continually monitors the changing industry standards, and sees that our staff has the adequate education and training to complete quality work, on-time, for our clients.

With Mr. Galan overseeing the Quality Control and Quality Assurance aspects of the project, we are confident in the thoroughness and accuracy of our deliverables. His extensive experience, combined with his commitment to upholding the highest standards, ensures that the project will be executed with meticulous attention to detail and adherence to industry best practices.

Nelson Caparas, PE (Jacksonville Office) will assume the role of **Task Leader** for **Engineering Services**. With over 30 years of experience in the public and private sectors, his expertise in public sector operations is particularly valuable for this contract with notable experience as the City of Jacksonville's Traffic Engineering Division Chief. During his tenure in Jacksonville, Mr. Caparas served as a voting member of the North Florida Transportation Planning Organization (NFTPO) Technical Advisory Committee. He managed the City's Traffic Calming Program and contributed his traffic engineering expertise on the Context Sensitive Streets Standards Committee. These roles provided him with firsthand knowledge of processes within the Public Works Department, Planning and Development Department, NFTPO, Community Redevelopment Agencies (CRA), and collaborations with FDOT, JTA, and JEA. Such familiarity will prove advantageous for project development, budgeting, prioritization, programming, and implementation.

In addition, Mr. Caparas's experience encompasses diverse areas, such as corridor studies, crash analysis, micro-simulation modeling, intersection and roadway capacity analysis, traffic impact studies, signal warrant studies, traffic signal timing plans, signing and pavement marking plans, and more. He has also contributed to the development of pedestrian and bicycle master plans, conducted pedestrian walk audits, and managed the installation of Rectangular Rapid Flashing Beacons (RRFB).

Matthew West, AICP (Remote) will lead the **Planning Activities** and **Grant Support Services** for this contract. Bringing over 35 years of comprehensive expertise in Florida planning, Mr. West is a seasoned professional adept at navigating the intricacies of local planning landscapes. His extensive experience spans a wide spectrum of planning facets, ranging from zoning variances to rezonings and comprehensive plan amendments, to overseeing Master Developments of Regional Impacts (DRI). Mr. West boasts a deep understanding of State planning laws, local government dynamics, and diverse planning perspectives.

In summary, Mr. West's resume covers the gamut of planning issues that affect development from variances, to rezonings and comprehensive plan amendments, to developments of regional impact. His experience with development review and engineering review issues is substantial as he served as the Development Review Committee chair for the City of Lake Mary and headed the planning review section for the Seminole County Development Review Committee. With a wealth of experience across diverse planning domains and a solid foundation in navigating complex development landscapes, Mr. West stands prepared to ensure comprehensive, astute guidance for your project's success.

Bakhan Hamagharib (Ormond Beach Office) will provide **Modeling Support** for this contract. With her extensive expertise as the lead modeling expert at LTG, Ms. Hamagharib has successfully utilized the CFRPM (Central Florida Regional Planning Model) to obtain accurate project trip distribution for various planned and proposed developments within the CFRPM project area. These models were developed using existing model networks and socio-economic data sets as a foundation.

Ms. Hamagharib's role also encompasses the critical task of researching and implementing site-specific adjustments necessary for precise model development. Her meticulous attention to detail ensures that the models accurately reflect the unique characteristics of each project location.

With her extensive experience and specialized knowledge in modeling support, she brings a high level of proficiency to this contract. Her commitment to accuracy, thorough understanding of modeling processes, and continuous professional development, make her an invaluable asset to the LTG team and will ensure the delivery of reliable and insightful modeling solutions.

Kristina Croswell (Ormond Beach Office) will provide **Graphical Support** and lead **Public Involvement** efforts. With over 13 years of experience, she is an accomplished professional in graphic design and marketing, playing a crucial role in enhancing the firm's value through her expertise in graphics and public engagement.

As LTG's in-house graphic and web designer, she brings a wealth of knowledge and proficiency in software, such as the Adobe Creative Cloud Suite, including Adobe InDesign, Illustrator, and Photoshop. She also utilizes essential tools like social media management platforms and event planning software to effectively engage the public and stakeholders in project activities. With her expertise in these software programs and tools, she ensures the seamless integration of captivating graphic designs, strategic social media campaigns, and well-coordinated public events, fostering meaningful community involvement and participation.

In addition to her graphics responsibilities, Ms. Croswell excels in public involvement efforts. She understands the importance of engaging stakeholders and the community for successful project outcomes. Her strong communication and collaboration skills allow her to effectively interact with diverse audiences, ensuring their input is incorporated into project plans and promoting transparency throughout the process.

With her combined expertise in graphic design and public involvement, she brings a holistic approach to project management at LTG. Her contributions not only result in visually compelling graphics, but also spark meaningful interactions with the community.

LTG ADDITIONAL SUPPORT

LTG ADDITIONAL TEAM MEMBERS			
Name	**Office**	**Title**	**Role**
Mark Neiman, PE	Ormond Beach	Chief Engineer Roadway Design	Roadway Analysis & Constructability
Aline Franqui, PE	Melbourne	Traffic Engineer	Engineering Studies
Ryan Hartman, EI	Melbourne	Traffic Engineer Intern	Engineering Studies
Daniel Cardona, EI	Jacksonville	Design Engineer Intern	Roadway Analysis & Studies
Kerry Karl	Ormond Beach	Project Planner	Planning & Grant Support
Anna Propst	Ormond Beach	Sr. Transportation Analyst	Planning and Feasibility Studies
Kirsten Fawcett	Ormond Beach	Transportation Analyst	Planning and Feasibility Studies
Constanza Cuneo	Melbourne	Transportation Analyst	Planning and Feasibility Studies

LTG SUBCONSULTANTS

All Traffic Data (ATD) is a leading **Data Collection** company with 22 years of experience working with public and private clients of all sizes. ATD has the capability to run several large projects simultaneously and we are able to collaborate and share work tasks between offices in order to complete all projects on time and often ahead of schedule. LTG and ATD have an extensive teaming history and ATD is currently our data collection firm on the City of DeLand Transportation Engineering CSC and the City of Daytona Beach Transportation Planning CSC.

SUMMARY

With a carefully assembled team embodying expertise, experience, **and a commitment to excellence**, LTG is primed to not only meet but exceed the expectations outlined in the RFSQ. Our selected project management and technical personnel, characterized by their proficiency in written and oral communication, bring a breadth of skills ensuring seamless collaboration and coherent project communication.

LTG stands ready with a competent, available and dedicated team to initiate and execute the City of Port Orange's project requirements to the highest standards of quality and professionalism.

TEAM ORGANIZATIONAL CHART

LTG, Inc.
PRINCIPAL IN CHARGE
Gil Ramirez, PE (22)

LTG, Inc.
PROJECT MANAGER
Kady Dearing, PE (11)

LTG, Inc.
QA/QC OFFICER
George Galan, PE (36)

PLANNING ACTIVITIES
LTG, Inc.
Mathew West, AICP (35)
Kerry Karl (16)
Kirsten Fawcett (5)
Constanza C. Cuneo (6)

ENGINEERING STUDY ACTIVITIES
LTG, Inc.
Nelson Caparas, PE (30)
Aline Franqui, PE (5)
Ryan Hartman, EI (2)
Bakhan Hamagharib (5)

GRANT SUPPORT ACTIVITIES
LTG, Inc.
Matthew West, AICP (35)
Kady Dearing, PE (11)
Mark Neiman, PE (46)
Kerry Karl (16)

DATA COLLECTION
All Traffic Data
Anthony Boivin (20)

PUBLIC INVOLVEMENT & GRAPHICS
LTG, Inc.
Kristina Croswell (13)
Kerry Karl (16)

LTG Engineering & Planning

KADY L. DEARING, PE
Senior Project Engineer

PROJECT ROLE: PROJECT MANAGER

Ms. Kady Dearing, PE demonstrates a thorough knowledge of the principles and practices of transportation engineering and planning as applied to operations, geometrics, research and safety. Ms. Dearing's technical background includes traffic impact studies, traffic signal warrant studies, intersection analyses, corridor studies, bicycle and pedestrian feasibility studies, and Americans with Disabilities Act (ADA) transition planning. Her software experience includes practice in Highway Capacity Software, Synrcho 10, Trends Analysis, Atlas, and the Central Florida Regional Planning Model in CUBE. Her design experience includes preparation of conceptual corridors and roadway design improvements using Microstation and FDOT plans preparation procedures.

EDUCATION

University of North Florida
B.S. Civil Engineering
(2011)

REGISTRATIONS

Registered Professional Engineer, Florida
P.E. No. 84234

AFFILIATIONS

Volusia County Association for Responsible Development (VCARD)

YEARS EXPERIENCE

11

YEARS WITH LTG

11

TEAMING WITH BRPH

8

CONTACT INFO

kdearing@ltg-inc.us
386-257-2571

OFFICE LOCATION

Ormond Beach, Florida

RELEVANT EXPERIENCE

Project Manager, Continuing Service Contracts (CSC):

- **River to Sea Transportation Planning Organization (R2CTPO)**, General Planning Consultant (GPC) CSC
- **City of DeLand**, Transportation Engineering CSC
- **City of Daytona Beach**, Transportation Planning CSC

Senior Project Engineer, City of Daytona Beach CSC, Safe Routes to School (SRTS) Grant Application Assistance, Campbell Middle School & Turie T. Elementary: Ms. Dearing assisted the City of Daytona Beach in submitting a Safe Routes to School Infrastructure Application to FDOT. Tasks included field observations at both schools, including an assessment of the existing traffic and pedestrian operations during morning arrival and afternoon dismissal. Ms. Dearing coordinated a qualitative assessment of the preferred school routes within each school's walk zone to identify existing ADA barriers, pedestrian and bicycle safety issues and access constraints. She prepared recommendations and conceptual design for improvements to the existing network. Key factors that are being considered for improvements in design are vehicular travel speed and operations at school entrances, public transit locations and ease of access, ADA compliant crosswalks and curb ramps at intersections, and overall pedestrian safety enhancements through driver awareness techniques and roadway characteristic improvements.

City of Port Orange Sidewalk Feasibility Studies, R2CTPO, Port Orange, FL: Ms. Dearing was responsible for the data collection and organization, stakeholder coordination, conceptual design, evaluation of existing and potential ADA barriers, and prioritization and cost estimating for improvements for a sidewalk feasibility study in the City of Port Orange.

Gale Lemerand Drive, University of Florida (UF) Pedestrian Safety Study and Public Involvement, Gainesville, FL: Ms. Dearing assisted in the development of a complete safety study along a busy corridor on the UF campus that stretched approximately 1.1 miles and contained 11 perpendicular crosswalks and more than 10 parallel crosswalks.

Project Manager, Central Florida Regional Planning Model (CFRPM), Various Locations, Florida: Ms. Dearing has managed multiple projects that have used the CFRPM to obtain project trip distribution for a number of planned and/or proposed developments within the CFRPM project area. The models were developed using existing model networks and socio-economic data sets as a basis. Ms. Dearing is also responsible for oversight of the research and implementation of site-specific adjustments often needed for accurate model development. Ms. Dearing has completed the FDOT FSUTMS Comprehensive Modeling Workshops. The courses included an overview of the model transportation planning process, travel demand forecasting, methodologies, and FSUTMS modules, data requirements.

- Heritage Lakes, West Melbourne, 2021
- Hyatt Place Melbourne Airport, Melbourne, 2021
- **Woodhaven Phase 2, Port Orange, 2021**
- Silver Lake Villas, Leesburg, 2021
- Melbourne Police Headquarters, Melbourne, 2021
- Bucee's, Daytona Beach, 2020
- Matanzas Golf Course, Palm Coast, 2020
- Victoria Hills, DeLand, 2020
- Aventine Apartments, West Melbourne, 2020
- Bill's Car Wash, Palm Bay, 2019
- Williamson Crossings, Daytona Beach, 2019
- Sawgrass West, West Melbourne, 2019

Project Engineer, Town Center Development of Regional Impact (DRI) Traffic Operations & Internal Network Evaluations, Palm Coast, FL: Ms. Dearing was responsible for evaluating traffic operations along the internal roadway network (segments and intersections) under full build-out of the DRI under 2040 future conditions. Her tasks included developing a subarea model to the level of detail required to model the internal roadway network, editing the Socio-economic data for existing area and future development zones, and determining resulting model internal capture between project zones. Roadway segments were evaluated under daily and peak hour conditions based on trip assignments and traffic patterns from the model. Peak hour conditions were evaluated using Synchro analysis software.

Project Manager, Tomoka Village South Traffic Impact Analysis, Proportionate Share Contributions & Traffic Signal Warrant Study, Daytona Beach, FL (2021-2023): Ms. Dearing was responsible for preparing a Traffic Impact Analysis (TIA), site access recommendations, proportionate share calculations, and Traffic Signal Warrant Study in accordance with County and City requirements. Tasks included internal capture and pass-by deductions and total trip assignments at multiple project access points internal to the site. She also assisted with permitting coordination with Volusia County in access management related to future signal installation and median modifications associated with the project.

Project Engineer, Florida Park Drive Traffic Calming Feasibility Study & Design Concepts, Palm Coast, FL: Ms. Dearing was responsible for developing a feasibility study for three alternative roadway streetscaping, traffic calming modifications at two separate locations along Florida Park Drive. The alternatives evaluated include choke/pinch point, narrow median island, and large median island. Ms. Dearing evaluated the existing conditions (functional classification, apparent right-of-way, drainage system, and utilities within the study area at both locations. She developed the concept plans and cost estimates for each alternative in accordance with FDOT 2020-2021 standard plans, FDOT Design Manual (FDM), the Florida Greenbook, FDOT Historical Cost & Basis of estimates, and the MUTCD. Design concepts included signing and pavement markings, roadway transitions for lane shifts, and horizontal separation for pedestrian safety.

LTG Engineering & Planning

LTG Engineering & Planning

GIL A. RAMIREZ, PE
Chief Executive Officer

PROJECT ROLE: PRINCIPAL-IN-CHARGE

Mr. Ramirez brings 22 years of traffic operations, project management, and design experience on a variety of projects. Thirteen years in government provided Mr. Ramirez the foundation for his practical approach and the experience to see the "Big Picture" of the complete project. Mr. Ramirez was the previous Traffic Operations Manager, Stormwater Engineer, and Engineering Manager for Brevard County for 10 years. He has completed numerous traffic and transportation designs, reviews, grants, and LAP projects. Mr. Ramirez brings a thorough knowledge of FDOT policies, procedures, and specifications and is proficient in the use of various software packages, including: Highway Capacity Software, Synchro, TSPP, AutoCAD, Atlas, Mastarm, ArtPLAN, Visual Basic, MS Access, Linux and many others.

EDUCATION
Florida Institute of Technology, B.S.C.E., Civil Engineering (2000)

REGISTRATIONS
Registered Professional Engineer, Florida
P.E. No. 62600

AFFILIATIONS
International Municipal Signal Association (IMSA)
ITS Florida

CERTIFICATIONS
FDOT Intermediate MOT Cert.
IMSA Traffic Signals Level II Technician

YEARS EXPERIENCE
22

YEARS WITH LTG
10

CONTACT INFO
gramirez@ltg-inc.us
386-257-2571

OFFICE LOCATION
Ormond Beach, Florida &
Melbourne, Florida

RELEVANT EXPERIENCE

Principal-in-Charge, QC Officer, EOR, LPGA Blvd 6-Laning from I-95 to East of Williamson Blvd, City of Daytona Beach, Volusia County, FL

Principal-in-Charge, QA/QC Manager, SR 400 Resurfacing from Williamson Blvd to East Pelican Dr, FDOT District 5, City of Daytona Beach, Volusia County, FL

Principal-in-Charge, SR 500 Resurfacing from Riverside Drive to SR A1A, Brevard County, FL

Project Manager, FDOT District 5 District Wide Transportation Systems Management & Operations (TSM&O) BDI CSC (CAF47), District 5, FL: Mr. Ramirez is the Project Manager on a 5-year continuing services contract for the FDOT District 5. He leads multiple teams responsible for engineering services within the broad range of TSM&O, including roadway, signing and markings, signalization, lighting, Intelligent Transportation System (ITS), landscaping, structures, survey and mapping.

- **TWO 1:** NASA Blvd. ITS Expansion from Wickham Rd to US 1/Harbor City Blvd, City of Melbourne, FL
- **TWO 2:** Malabar Road ITS Expansion from SJHP to San Filippo Blvd, City of Palm Bay, FL
- **TWO 3:** San Filippo Drive ITS Expansion from Waco Blvd to Malabar Road, City of Palm Bay, FL
- **TWO 4:** Emerson Drive ITS Expansion from Walden Blvd to Malabar Road, City of Palm Bay, FL
- **TWO 5:** Volusia County ITS Expansion, City of DeLand, FL
- **TWO 6:** NASA Blvd. ITS Expansion from Wickham Rd to US 1/Harbor City Blvd Post Design Services, City of Melbourne, FL
- **TWO 7:** Cooperative Automated Perception & Traffic Incident Monitoring (CAPTIM) Request for Proposal (RFP) Development, Volusia County, FL

LTG Engineering & Planning

GEORGE A. GALAN, PE
Director of Traffic Operations

PROJECT ROLE: QA/QC OFFICER

Mr. George Galan, PE has over 37 years of experience in the field of traffic engineering and transportation planning. He is well versed in the use of data collection and processing software such as TAS, PETRA, TDP, MVRAP and SPS; and current traffic analysis software and procedures including HCS, Synchro and SIDRA. In addition, he is familiar with Autodesk Civil Series software. Mr. Galan is experienced in the procedures used by the FDOT to coordinate, collect, and summarize all facets of traffic data. He has conducted a number of accident studies, condition diagrams, travel time and delay studies, RCI Inventory, speed studies, origin destination studies, gap surveys, saturation flow, arrival type, intersection delay studies, gap studies, conflict studies, as well as the basic turning movement surveys. Mr. Galan has also performed inspections, troubleshooting and repair of Permanent Traffic Monitoring Sites (PTMS) and Telemetry Traffic Monitoring Sites (TTMS) for FDOT Central Office, District 4 and District 6.

EDUCATION
Florida International University, B.S.C.E., Civil Engineering (1986)

REGISTRATIONS
Registered Professional Engineer, Florida
P.E. No. 60080

Registered Professional Engineer, Virginia
P.E. No. 402054160

YEARS EXPERIENCE
37

YEARS WITH LTG
7

CONTACT INFO
ggalan@ltg-inc.us
386-257-2571

OFFICE LOCATION
(Remote)
Ormond Beach, Florida

RELEVANT EXPERIENCE

Project Manager, Avalon Park Daytona, City of Daytona Beach, FL: Mr. Galan conducted the traffic impact study for a mixed-use development located in Daytona Beach. The project included 3,250 residential units and 200,000 square feet of commercial. The study included over **54 intersections throughout Volusia County**. The study was reviewed by FDOT, Volusia County, Ormond Beach, and Daytona Beach.

Project Manager, Buc-ee's, City of Daytona Beach, FL: Mr. Galan conducted the traffic impact study for a 54,000 square foot convenience store with 120 fueling positions located in the City of Daytona Beach, the first store in Florida for the Texas franchise. Because of the location of the project the study was reviewed by three agencies; FDOT, Volusia County, and the City of Daytona Beach.

Project Manager and Engineer of Record (EOR), SunGate 850 Acre Industrial Park, City of Daytona Beach, FL: Mr. Galan conducted the traffic impact study for a mixed-use development located in the City of Daytona Beach. The project includes 2,213-KSF Industrial Park, 50-KSF General Office, 300 Multifamily Residential, over 3,320-KSF of Warehousing , fast-food and C-store with gas station. The study area included over 54 intersections throughout the City of Daytona and developed recommendations for new intersections within the city. Because of the location and size of the project the study was reviewed by four agencies; FDOT, Volusia County, and the City of Daytona Beach.

Project Engineer, City of DeLand Continuing Services Contract, City of DeLand, FL: Mr. Galan performed an Alternative Access Evaluation for the Victoria Hills Development to identify additional access points for the development and determine the impacts of each alternative to the adjacent roadways and intersections.

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NELSON D. CAPARAS PE
Senior Project Manager

PROJECT ROLE: TRAFFIC ENGINEER

EDUCATION
Kansas State University,
B.S.C.E., Civil Engineering
(1992)

REGISTRATIONS
Registered Professional
Engineer, Florida
P.E. No. 79854

AFFILIATIONS
Institute of Transportation
Engineers (ITE)
American Society of Highway
Engineers (ASHE)

CERTIFICATIONS
FDOT Advanced TTC Cert.
IMSA Traffic Signals Level I & II
Technician

YEARS EXPERIENCE
30

YEARS WITH LTG
4

CONTACT INFO
ncaparas@ltg-inc.us
386-257-2571

OFFICE LOCATION
Jacksonville, Florida

Mr. Caparas, with 30 years of diverse experience, brings a wealth of expertise and project experience that covers a wide range of areas, including corridor analysis, traffic operations analysis, crash analysis, and the development of countermeasures. Additionally, he excels in traffic signal warrants analysis, roadway safety improvement studies, travel time and delay studies, speed studies, and pedestrian safety/pedestrian travel way studies. Mr. Caparas is also adept at conducting traffic impact studies, reviewing them for public agencies, and providing expert testimony to local planning boards. His skills extend to developing and evaluating traffic circulation plans, traffic signing plans, pavement marking plans, Temporary Traffic Control (TTC) plans, and travel demand models. He is well-versed in various software packages, such as Highway Capacity Software, Synchro/SimTraffic, TS/PP Draft (Tru-Traffic), SIDRA, Paramics, VISSIM, and CUBE, among others.

RELEVANT EXPERIENCE

Project Manager, Traffic Calming Analysis, Stone Street, DeLand, FL: Mr. Caparas conducted a traffic calming study along the Stone Street segment from New York Avenue to Minnesota Avenue to determine undesirable traffic conditions, crash contributing factors, stop control warrants at select intersections, speed factors and develop measures to calm speeds, improve safety and maintain the roadway capacity.

Traffic Engineer, Nova Road at Beville Road, Pedestrian Safety Study, Daytona Beach, FL: The study included an evaluation of the traffic signal operations, crash analysis, observations of driver traits, pedestrian travel ways and pedestrian characteristics and an inventory of the roadway signs, pavement markings, crosswalks, street lighting and driveway locations.

Project Manager, SR 19, Corridor and Pedestrian Safety Study, Eustis, FL: The project included traffic counts at select intersections, traffic signal warrant analyses at three intersections, crash analysis at select intersection, observation of traffic demands during the AM and PM peak periods, an evaluation of the existing traffic signal timing plans, determination of pedestrian travel ways, sight lines and sight obstructions, conditions of ADA ramps and tactile pads, condition of the stamped pedestrian crosswalks, feasibility of RRFB installation at one intersection, and an inventory of the signs, pavement markings, and street lighting.

Project Manager, Crash Analysis Report, River to Sea Transportation Planning Organization, Volusia County and Flagler County, FL: The purpose of the report was to provide a more detailed review and analysis of crash data within the entire R2CTPO area in Volusia and Flagler Counties.

Project Manager, US301 Intersection Collision Warning System (ICWS), Alachua County, FL: Mr. Caparas managed the design of the Intersection Collision Warning System (ICWS) at the intersection of US 301 and NE 150th Street in the City of Waldo.The project included video detection, warning signs and flashing beacons.

LTG Engineering & Planning

MATTHEW E. WEST, AICP
Director of Planning

PROJECT ROLE: PLANNING TASK LEAD

Mr. West is an expert in Florida planning. For over 35 years he has participated in almost every aspect of local planning. With knowledge of state planning law, local government politics and local planning perspectives, his insight proves invaluable navigating the entitlement processes. He has extensive public speaking experience, and public outreach experience. His experience includes assisting local governments with studies, policy writing, visioning, comprehensive planning, master planning and code drafting. His experience covers the gamut of planning issues that affect local governments including emergency management planning, economic development, corridor studies and neighborhood planning.

EDUCATION

Rollins College
B.S. Arts, Political Science
(1986)

REGISTRATIONS

American Institute of Certified Planners No. 019009
(2003)

AFFILIATIONS

American Planning Association (APA)

Volusia County Association for Responsible Development (VCARD)

YEARS EXPERIENCE

35

YEARS WITH LTG

9

CONTACT INFO

mwest@ltg-inc.us
386-257-2571

OFFICE LOCATION

(Remote)
Ormond Beach, Florida

RELEVANT EXPERIENCE

Project Manager, Maytown Road/I-95 Interchange Justification Report (IJR) Methodology Letter of Understanding (MLOU), Volusia County, FL: Mr. West lead a team in preparing an IJR for a proposed new interchange at Maytown Road and Interstate 95 in unincorporated Volusia County. This interchange will be instrumental in providing an additional east/west connection between I-4 and I-95 through Volusia County. As project planner for the team, Mr. West was the principal author of the MLOU between Volusia County and the FDOT. The MLOU establishes the manner in which the IJR is prepared. The MLOU was approved September 2018 by Volusia County and FDOT.

Project Manager, Farmton Eastern Gateway Application for Incremental Development Approval (AIDA), City of Edgewater, FL: Mr. West spear-headed a multi-disciplined consulting team to prepare and process the AIDA. The AIDA was approved by the City of Edgewater in November 2020 after findings of consistency by the East Central Florida Regional Planning Council, the Volusia Growth Management Commission, and the Volusia County Council.

Deputy Project Manager, Safe Routes to School Grant Application Assistance (Campbell Middle School & Turie T. Elementary), Daytona Beach, FL: Mr. West lead a team to assist the City of Daytona Beach in submitting a Safe Routes to School Infrastructure Application to FDOT. Both the Volusia County School District and the FDOT Bicycle and Pedestrian Coordinator praised the final application as being the best and most complete application they had ever received and FDOT is now using it as an example to other Grant applicants.

Project Manager and Project Planner, Parking Demand Analyses, Various Clients, Central and Northeast Florida: Mr. West as Project Manager has supervised (and in some cases personally prepared) parking demand analyses of various projects and uses within the Central Florida and Northeast Florida areas.

LTG Engineering & Planning

ALINE FRANQUI, PE
Project Engineer

PROJECT ROLE: TRAFFIC ENGINEER

EDUCATION
Universidade de Sao Paulo
B.S.C.E., Civil Engineering
(2016)

Florida Institute of Technology
M.S., Civil Engineering
(2019)

REGISTRATIONS
Registered Professional Engineer, Florida
P.E. No. 95735

CERTIFICATIONS
FDOT Intermediate MOT Cert.

IMSA Traffic Signals Level I Technician

YEARS EXPERIENCE
5

YEARS WITH LTG
5

CONTACT INFO
afranqui@ltg-inc.us
321-473-6167

OFFICE LOCATION
Melbourne, Florida

Ms. Franqui, a dynamic, skilled professional and brings a wealth of expertise to this project. With a Master of Science degree in Civil Engineering, her education and hands-on experience at LTG have honed her proficiency in a wide array of analysis software packages and techniques, including Microsoft Project, MicroStation, AutoCAD, Highway Capacity Software (HCS), Synchro, ETAP and Agi32. Ms. Franqui adeptly employs these tools in the preparation of conceptual corridors, minor roadway enhancements, signal design, lighting design, ITS design, and her mastery extends to signing and pavement markings design, underpinned by her meticulous application of FDOT plans production procedures and design standards. Her unwavering dedication to delivering high-quality results is evidenced by her comprehensive skill set and unwavering commitment to excellence.

RELEVANT EXPERIENCE

Project Engineer, FDOT District 5, TWO 7 Cooperative Automated Perception & Incident Monitoring (CAPTIM), Volusia County, FL: Ms. Franqui assisted with the development of Systems Engineering Analysis (SEA) and a Request for Proposal (RFP) package for the CAPTIM system, according to FDOT D5 needs and standards. The project consisted of developing the SEA and RFP documents to procure a general contractor to leverage the video streams obtained from FDOT D5's ITS infrastructure to detect and summarize data on traffic flow, traffic incidents, environmental conditions, and historical data.

Senior Transportation Analyst, City of Deltona ADA Transition Plan, Deltona, FL: Ms. Franqui assisted with the development of a sidewalk transition plan for the City of Deltona, with the objective of evaluate and propose improvements to the existing pedestrian network in accordance with the latest Americans with Disabilities Act (ADA) design standards. Tasks included the development of automated GIS reports detailing sidewalks and curb ramps characteristics and ADA compliance, and estimating the repair priority and cost for the deficient areas.

FDOT Central Office, Statewide Arterial Management Plan (STAMP) CSC, Senior Transportation Analyst, Florida: Ms. Franqui assisted with the following Task Work Order (TWO):

- **TWO 13: Safety Applications of Traffic Control Signals (SATCS) Training:** Ms. Franqui assisted with the development of a safety applications training presentation to be used statewide by FDOT. The tasks included research and technical writing in order to elaborate an informative and visible presentation. The presentation included sixteen different topics related to traffic signals safety applications, including: signal coordination, leading pedestrian intervals (LPI), bicycle accommodations, COTS technology, CMFs, and CAV applications.

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BAKHAN HAMAGHARIB
Senior Transportation Analyst

PROJECT ROLE: SENIOR TRANSPORTATION ANALYST

Ms. Hamagharib holds a Master's degree in Transportation Engineering and has 5 years of experience in various areas of traffic planning and engineering, making her an accomplished transportation analyst who has worked in a variety of transportation planning and engineering disciplines to develop a unique understanding of the interrelationship between transportation policy, planning, traffic operations, transportation safety, and transportation design. Her expertise encompasses traffic impact studies, signal warrant analyses, and operational analyses using Highway Capacity Software (HCS), Synchro, ArcGIS, Cube, and the Central Florida Regional Planning Model (CFRPM), allowing her to bring a well-rounded approach to transportation projects.

EDUCATION
University of Central Florida, M.S. Transportation Engineering (2020)

Erbil Polytechnic University, B.S.C.E., Civil Engineering (2011)

AFFILIATIONS
Institute of Transportation Engineers (ITE)
American Society of Civil Engineers (ASCE)
Society of Women Engineers (SWE)

YEARS EXPERIENCE
5

YEARS WITH LTG
2

CONTACT INFO
bhamagharib@ltg-inc.us
386-257-2571

OFFICE LOCATION
Ormond Beach, Florida

RELEVANT EXPERIENCE

Senior Transportation Analyst, Tomoka Farms Road Auto Dealership Traffic Impact Analysis & Proportionate Share Contributions, Daytona Beach, FL (2023): Ms. Hamagharib was responsible for developing volumes from data collection to be used in analyzing the existing and future operating conditions for unsignalized and signalized intersections within the study area of the project utilizing Highway Capacity Software, (HCS) and Synchro 10. Signal timings were provided by Volusia County and the City of Daytona Beach for the analysis where applicable. Roadway segments determined to be significant were additionally analyzed for project impacts. Site access was evaluated, and recommendations were provided for the developer and County.

Central Florida Regional Planning Model (CFRPM), Various Locations, Florida: As the modeling expert located in our Ormond Beach office, Ms. Hamagharib has recently used the CFRPM to obtain project trip distribution for a number of planned and/or proposed developments within the CFRPM project area. The models were developed using existing model networks and socio-economic data sets as a basis. She is also responsible for the research and implementation of site-specific adjustments often needed for accurate model development and has completed the Florida Department of Transportation FSUTMS Comprehensive Modeling and Cube Scripting Workshops. The courses included an overview of the model transportation planning process, travel demand forecasting, methodologies, and FSUTMS modules, data requirements, familiarity with Cube Voyager scripting syntax structure, and understanding how Cube Voyager programs work how to script the programs.

- Avalon Park, Daytona Beach, 2022
- Catalina Pointe, DeLand, 2022
- Blue Springs Ridge, Orange City, 2022
- LPGA Base Model 2025 & 2030, Volusia County, 2021
- Tomoka Farms, Daytona Beach, 2021
- LPGA Dunn Residential, Daytona Beach, 2021
- Oasis Mixed Use Development, Daytona Beach, 2020

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KERRY KARL
Project Planner

PROJECT ROLE: TRANSPORTATION PLANNER

Ms. Kerry Karl is graduating from the University of Florida with a master's degree in urban and regional planning in Fall of 2024. Her past roles in land development and economic development organizations makes her proficient in land use and the integration of transportation to urban design. Ms. Karl has experience with trip generation for comprehensive plan amendments, rezoning traffic impact analysis, as well as providing historical growth trends.

EDUCATION

University of Florida, Bachelor's in English (2004)

University of Florida, Masters of Urban and Regional Planning (2024) Anticipated Grad Date

AFFILIATIONS

River to Sea Transportation Planning Organization (R2CTPO) Chairperson, Citizens Advisory Committee (2021-current)

Volusia County Council Environmental & Natural Resource Advisory Committee (2022-2023)

YEARS EXPERIENCE

16

YEARS WITH LTG

>1

CONTACT INFO

kkarl@ltg-inc.us

386-257-2571

OFFICE LOCATION

Ormond Beach, Florida

RELEVANT EXPERIENCE

Volusia County Association for Responsible Development (VCARD)
Executive Director, Oct 2016 to May 2023
Led a member organization comprised of 115 land development firms. Initiated outreach to environmental stakeholders. Projects recognized by FPZA for excellence in Education with both Transportation Impact Analysis material and Low Impact Development conference and workshops.

KSK Solutions, LLC
Principal, Aug 2013 to Oct 2016
Offered economic development and marketing services. Clients included the DeLand Area Chamber of Commerce and the CEO Business Alliance – a privately funded economic development group.

Team Volusia Economic Development Corporation
Interim President & CEO, Jan 2012 to Nov 2012
Reported to 46-person Board of Directors comprised of local government, civic, and business leaders. Maintained approximately $800,000 budget.

Team Volusia Economic Development Corporation
Director, Mar 2011 to Aug 2013
Launched organization by commissioning targeted industry study and establishing jobs and capital investment goal as approved by Board. Managed site visits for potential prospects; maintained market research library.

Metro Orlando Economic Development Commission
Associate Director, Business Intelligence, Jul 2007 to Mar 2011
Reported to Executive Vice President/COO in order to provide economic development research and GIS that supported an organization serving nearly 2 million population.

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KRISTINA CROSWELL
Business Development Manager

PROJECT ROLE: PUBLIC ENGAGEMENT / GRAPHICS

With over 13 years of marketing and graphic design experience, Ms. Kristina Croswell is a Business Development Manager at LTG, specializing in public involvement and graphics for transportation projects. Her passion for fostering meaningful connections with stakeholders is evident in her role as a Public Involvement Coordinator and Graphics Specialist for various high-profile projects. Ms. Croswell's proficiency in coordinating public meetings, developing engaging visualizations, and creating compelling project collateral makes her an invaluable asset in ensuring successful project completions and enduring professional relationships. With a keen eye for detail and a proactive approach, she consistently delivers exceptional results in public engagement, making a significant contribution to LTG's successful projects.

EDUCATION

A.A.B., Specialized Business for Graphic and Web Design (2010)

AFFILIATIONS

Society for Marketing Professional Services (SMPS) Board Member

Volusia County Association for Responsible Development (VCARD) Committee Member

Team Volusia EDC (TVEDC) Investor Development and Relations Committee (IDRC) Member

YEARS EXPERIENCE

13

YEARS WITH LTG

6

CONTACT INFO

kcroswell@ltg-inc.us

386-257-2571

OFFICE LOCATION

Ormond Beach, Florida

RELEVANT EXPERIENCE

FDOT District 5, Public Involvement Coordinator & Graphics, SR 400 Resurfacing, City of Daytona Beach, FL:

Public Involvement: CAP Level 3

Agencies: FDOT D5, City of Daytona Beach, Volusia County, and SJRWMD.

Public engagement activities included coordination with the Districts Public Information Officer and with local Homeowners Associations, development of project information mailout flyers, letters to inform elected officials and local municipality administrators about the upcoming project. Coordination with the Fire Station located on this corridor and with the Eye Institute was also required.

FDOT LAP District 5/City of Daytona Beach, Public Involvement Coordinator & Graphics, Safe Routes to School Design Phase 1 (Campbell M.S. and Turie T. Small E.S.), Daytona Beach, FL:

Public Involvement: CAP Level 3

Agencies: FDOT D5, City of Daytona Beach, Volusia County, SJRWMD, FDEP, and FEMA.

Public involvement efforts have included developing and maintaining stakeholder mailing lists and communications logs, coordinating and conducting public meetings, creating collateral such as project fact sheets, agendas, handouts, press releases, PowerPoint Presentations, as well as various visualizations to be shared with the public.

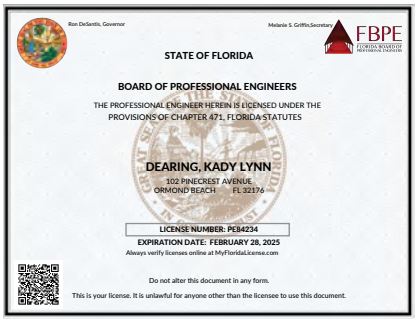
SunGate Logistics US 92/I-4 Interchange Modification Report (IMR) and 30% Design, Public Involvement Coordinator & Graphics, City of Daytona Beach, FL:

Public Involvement: CAP Level 4

Agencies: FDOT D5, City of Daytona Beach, Volusia County, SJRWMD, FDEP, and FEMA.

Public involvement efforts have included developing and maintaining stakeholder mailing lists and communications logs, coordinating and conducting public meetings, creating collateral such as project fact sheets, agendas, handouts, press releases, PowerPoint Presentations, as well as various visualizations to be shared with the public.

Professional Licenses and Certifications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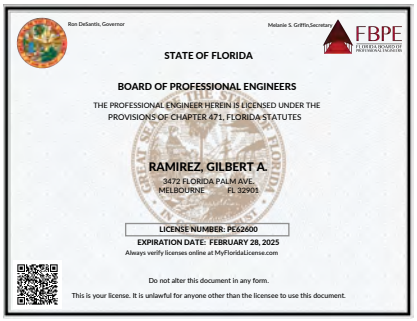
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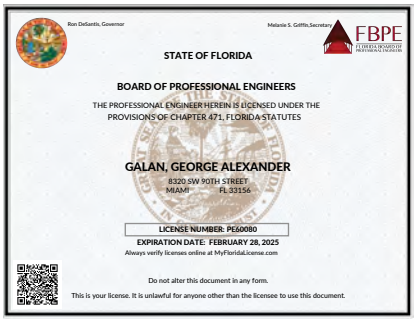
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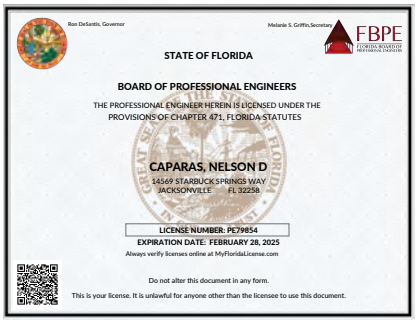
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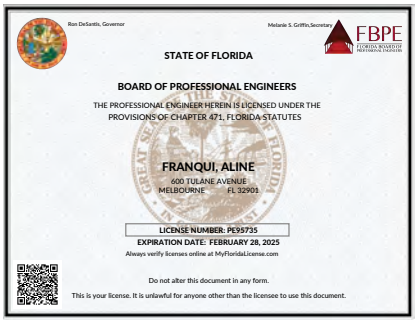
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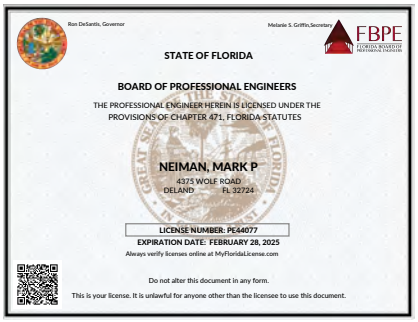
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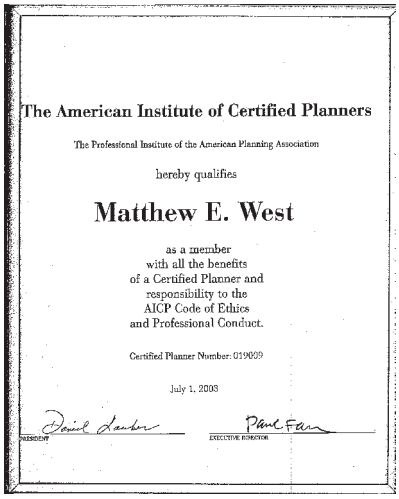
The American Institute of Certified Planners
The Professional Institute of the American Planning Association
hereby qualifies
Matthew E. West
as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.
Certified Planner Number: 019009
July 1, 2008
PRESIDENT
EXECUTIVE DIRECTOR

Florida Unified Certification Program
Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility
LASSITER TRANSPORTATION GROUP INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541330
Dwayne Moore
DBE & Small Business Development Manager
Florida Department of Transportation

TEAM QUALIFICATIONS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

June 6, 2023

Gil Ramirez, Chief Executive Officer
LASSITER TRANSPORTATION GROUP, INC.
d/b/a LTG, INC.
1450 West Granada Boulevard, Suite 2
Ormond Beach, Florida 32174

Dear Mr. Ramirez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

D. Quality of Innovative Approach and Value-Added Services

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

Value-Added Services

Section 1: Provide Examples of Innovative Solutions and Cost Savings

LTG brings forth a proven track record of delivering innovative solutions that not only enhance project outcomes but also yield substantial cost savings. As a local firm deeply rooted in this community, our commitment to excellence extends beyond mere project fulfillment. We are strategically positioned, holding current continuing services contracts with local agencies such as the River to Sea Transportation Planning Organization (R2CTPO), the Florida Department of Transportation (FDOT), and Volusia County. Our firm's strong foothold in the region amplifies our understanding of the area's unique challenges, allowing us to offer tailored, innovative solutions that optimize resources and budgets while ensuring the highest quality results. The forthcoming project examples underscore our adeptness in identifying and implementing innovative solutions and cost-saving measures while maintaining exceptional standards of performance and efficiency.

On the **St. Johns Heritage Parkway Interchange** project, LTG was able to **save the FDOT $500,000** in infrastructure by employing our cutting-edge software suite to revise the construction plans and resolve a conflict involving FP&L and the City of Palm Bay. By employing LTG's detailed 3D polygonal photometric modeling on a five-mile freeway widening project, our staff provided a lighting design with a 20% reduction in light poles from the concept, **providing a savings of roughly $350,000**.

LTG uses the ETAP software for design of electrical distribution systems providing safer, more efficient systems with reduced wire sizes and simpler components prolonging the life of the systems. On one system we were able **to save the Department $25,000** in infrastructure for an ITS reconstruction project.

On the I-95 at SJHP interchange project in D5 it was discovered that FP&L would not be able to meet their commitment to provide power at the interchange in time for the contract completion date. LTG completely redesigned the electrical systems for the ITS, lighting, and signalization in two months to use an existing power service a half a mile to the south**, allowing the contractor to keep the project on schedule**.

SunGate Median Modification Public Notice and Response Summary
Timberline Real Estate Partners is in the process of designing and permitting an 850-acre logistics park with proposed access to Indian Lake Road and US 92 in the City of Daytona Beach, Florida. To provide safe and adequate access to the proposed logistics park, the existing median openings in the vicinity of the park's proposed intersection with US 92 needs to be modified. In accordance with FDOT's public involvement requirements, LTG, Inc. provided notice to potentially affected property owners/tenants; monitored public input, and responded to public inquiries. There was a delay in delivering a notice to one affected property owner. To ensure the last remaining property owner received notice, LTG posted a notice in front of the property owner's address. On the day of the site posting, the mailed notice was delivered. LTG stepped outside the box to make sure that notice was provided **without delay to the client's project**. Subsequently, LTG submitted a Public Involvement Summary Report to FDOT**. FDOT has shared our report with other consultants as a template to be used in the future.**

Brevard County Traffic Management Center

LTG provided a technical memorandum to Brevard County assisting with the scoping of the proposed Traffic Management Center. The County requested assistance in sizing the facility and LTG conducted an **innovative analysis** that quantified their current staffing needs based on the state of their system, then projected the future needs using the Florida Statewide Unified Transportation Model developed by the Florida Department of Transportation to estimate the 20-year growth in their infrastructure based on data collected nationwide by the Institute of Transportation Engineers, the County's Capital Improvement Plan and Intelligent Transportation System master plan, and detailed interviews with Brevard County staff. The analysis assisted the County at the schematic stage to reduce the size of the facility, **providing substantial cost savings**, with the confidence that their needs will be met over the 20-year design horizon.

City of Daytona Beach Safe Routes to School Grant Application

LTG was contracted by the City of Daytona Beach to provide a team to assist the City in submitting a Safe Routes to School Infrastructure Application to FDOT for Turie T. Small Elementary and Campbell Middle School. Tasks included soliciting public input, field observations at both the abutting school sites, including an assessment of the existing traffic and bicycle and pedestrian operations during morning arrival and afternoon dismissal. LTG coordinated a qualitative assessment of the preferred school routes within each school's walk zone to identify existing ADA barriers, pedestrian and bicycle safety issues and access constraints. One of the salient issues involved the observed and perceived speeding along South Street which was the primary access to the elementary school. The existing 33-feet wide roadway invited higher speeds. Therefore, LTG recommended the roadway be narrowed to 22 feet of pavement. Implementing a road diet in the vicinity of the schools as a central component in the recommended design. LTG prepared recommendations, conceptual design and cost estimates for improvements to the existing network. Both the Volusia County School District and the FDOT Bicycle and Pedestrian Coordinator praised the initial application as being the best and most complete application they had ever received and **FDOT is now using it as an example to other Grant applicants**. The application was **ranked #1** out of 11 projects by FDOT District 5.

Innovative Signal Design at Kennedy Space Center

LTG successfully designed the first movable arm traffic signal within the Kennedy Space Center (KSC). The design was developed to allow for signalization of the new entrance to the KSC Visitor Complex, while accommodating Blue Origin transporters. The mast arms supporting the traffic signals, are mounted on hinges to allow for 90° rotation so the arms can be swung out of the path of the transporter as it travels to and from Blue Origin's launch vehicle preparation facility.

Brevard County James Road, Traffic Calming Study

LTG prepared a Traffic Calming Study on behalf of a proposed residential development to assess the existing and future potential speeding concerns on primary access roadways. Using standard engineering practices and county guidelines, LTG developed a traffic report that provided physical temporary and long-term traffic calming solutions based on existing roadway and traffic operation characteristics observed in the study area. The report provided an **innovative new way to assess applicable calming measures** based on a number of factors that included roadway cross section, 85th percentile speed, multi-modal use, and surrounding land use and area type. By providing an effectiveness comparison and resulting evaluation matrix for each applicable use, each measure was analyzed for feasibly and applicability which resulted in final recommendations for the project. The report led to enhanced safety design and implementation as a condition of development approval.

City of Deltona Embedded Crosswalk Lighting Design

LTG led an **innovative initiative to heighten pedestrian safety** through advanced in-pavement lighting design and construction across strategic crosswalk locations within the city. Our approach involved a comprehensive enhancement, integrating state-of-the-art elements such as embedded roadway lighting, updated signage and pavement markings, and Rectangular Rapid-Flashing Beacons (RRFB). This progressive design aimed to amplify driver awareness at pedestrian crossings and heavily trafficked pedestrian areas while strictly adhering to established Florida guidelines and industry best practices. Implementing these design components underscored our commitment to pioneering safety-focused solutions that elevate pedestrian safety standards in urban settings.

US 92/Tomoka Farms Road/Bellevue Avenue Intersection Reconfiguration

Kolter Land Partners retained LTG to prepare a traffic impact analysis for a 300+ acre mixed use development, west of Interstate 95, east of Tomoka Farms Road and south of I-4 in the City of Daytona Beach. The primary concern with any traffic impact analysis in the vicinity of the project is the limited capacity of the intersections of US 92/Tomoka Farms Road and Bellevue Avenue/Tomoka Farms Road because of their close proximity to each other. The capacity constraint had not been resolved by FDOT or Volusia County for many years even during the recent systems interchange redesign and construction. **LTG applied its planning and design expertise to negotiate an innovative unique reconfiguration** of the two intersections which would increase the capacity of the intersections at a reasonable capital cost. The proposed mitigation and conceptual sketch was accepted by Volusia County as a viable mitigation alternative and the estimated cost was incorporated into the proportionate share agreement.

City of Palm Coast Florida Park Drive, Traffic Calming Feasibility Study

LTG provided analysis and evaluation of three (3) proposed alternatives that included an existing conditions assessment and project coordination with City staff and multiple design disciplines. The evaluation included a feasibility assessment for not only traffic calming but streetscaping opportunities as it relates to traffic calming, impacts to right-of-way, potential utility conflicts, and overall cost for implementation. By using general traffic calming concepts and site-specific characteristics, LTG was able to provide **innovative solutions** to meet the City's needs. The primary benefits/innovations of LTG's recommendations included the minimization of costs, staying with the existing right-of-way (again, holding down costs) and implementation of innovative and proven, effective traffic calming measures.

Tab D: Quality of Innovative Approach and Value-Added Services

Brevard County Viera Development of Regional Impact, Master Transportation Modeling LTG developed and assessed future planned development associated with multiple phases of the Viera Development of Regional Impact (DRI). The transportation modeling assessment helped to determine whether new roadway connections would improve existing intersections and capacity in the area and assisted with the planning and timing of additional roadway improvements to accommodate the future development. The assessment included validation of the model network and socio-economic data, evaluating alternative roadway networks (new connections and roadway widening) for capacity improvement, and calculating internal capture estimates associated with the balanced mixed-use development to reduce off-site impacts. **LTG's innovative approach** included proving up, via simulation modeling, that prior infrastructure investments were sufficient to sustain the full development of the 20,000+ acre New Town, thus eliminating exactions for the final phase of Viera's build-out. LTG also validated the modeling effort by performing community-wide traffic monitoring that proved higher-than-anticipated internalization of traffic, equating to lower than predicted off-site infrastructure impacts. This approach saved the developer, and the entire community (covered by the funding district), from having to increase tax levies against Viera residents and business owners.

Our staff have participated in the management and/or design of multiple award-winning projects, including:

LTG was part of the team for the Wekiva Parkway Section 6 project, which received the **2023 Design-Build Institute of America Florida Region's Transportation Structures Honor Award** and was also awarded the **Florida Transportation Builders' Association 2023 Best in Construction Award** in the design-build category. These prestigious awards recognize companies and individuals who worked on Florida's most innovative, complex and impactful transportation projects. At LTG, our focus was on the finer details that make a big difference. We took charge of the **lighting and signal design**, ensuring safer journeys for all. Our team's expertise illuminated the path, quite literally, making the Wekiva Parkway Section 6 not just a route, but a beacon of innovative engineering.

St. John's Heritage Parkway SE design-build project was selected as a **2020 FTBA 'Best in Construction' Award Winner!** LTG was part of the design team that received the Best in Construction Award in the Design-Build category for collaboration on the I-95 Diverging Diamond Interchange at St. Johns Heritage Parkway project in Brevard County, District 5. **LTG provided the study that converted the original Parclo concept into a DDI, the traffic signal design, lighting design, and ITS design for the project.**

Viera New Town – Development of Regional Impact (DRI) Since the late 1980s, LTG staff has led the original transportation system planning efforts for a New Town transportation network planned for what eventually became a four-interchange development program along I-95 in central Brevard County. In 2020, Viera was ranked 16th of the **Top 50 Master-Planned Communities (MPCs)** across the United States.

Deering Park (Farmton) New Town – Master Development of Regional Impact (MDRI) For the past 15 years, LTG staff has led the transportation planning and design efforts for this 70,000+ acre New Town development spanning Volusia and Brevard counties. LTG is currently preparing an interchange justification report (IJR) for the development's central interchange at Maytown Road. ***An Award-winning Plan.*** Miami Corporation, Volusia County, and Brevard County have won statewide awards for the **Farmton Local Plan's** high standards of planning and its innovative sustainability efforts:

- **Sustainability Award, FPZA-Surfcoast Chapter, 2014**
- **Agriculture-Environmental Leadership Award from Florida's Commissioner of Agriculture, 2013**
- **FPZA-Surfcoast Chapter, Outstanding Master Plan, 2012**
- **Outstanding Master Plan, FPZA-Surfcoast Chapter, 2012**
- **Sustainable Florida's Best Practices Partnership Award, 2011**
- **FL Planning & Zoning Commission's Innovation Award, 2011**

EMPLOYEE AWARDS

- **Member of the Year, Florida Planning & Zoning Association – Surfcoast Chapter. 2019**
  Matthew West, AICP
- **Member of the Year, Florida Planning & Zoning Association – Surfcoast Chapter, 2018**
  Kerry Karl
- **Member of the Year, Volusia County Association of Responsible Development (VCARD), 2007**
  Sans Lassiter, PE

PUBLICATIONS

- **Gil Ramirez, PE, CEO of LTG:**
  - Project Panel - NCHRP 03-122 Performance Based Management of Traffic Signals (ATSPM)
  - Project Panel - NCHRP 08-140 National Design and Interoperability Standards for Truck Parking Information Management Systems
  - Project Panel - NCHRP 08-145 Utilizing Cooperative Automated Transportation Data to Enhance Freeway Operational Strategies

Project Approach

Section 2: How will LTG deliver projects on time and within budget

LTG understands this contract will be on a TWO basis. From our experience, LTG has developed an approach to TWOs that minimizes the demand on City staff while ensuring TWOs are completed accordingly and on time.

Successful performance of the continuing services contract will be the primary responsibility of the Project Manager. **Ms. Kady Dearing, PE will be the main point of contact with the City.** She will be responsible for project priorities, resource allocation, and overseeing the schedule and project delivery. Ms. Dearing brings over 11 years of experience in project management, transportation planning, traffic technology and comprehensive understanding of operations, geometries, research, and safety.

Understanding the Scope and Objectives

The first step to thoroughly understanding the scope of work and objectives outlined in the contract and to keep in-line with the City staff is through a scoping meeting. This includes reviewing the contract terms, specifications, schedule, and any associated documents. It is crucial to have a clear understanding of the services required and the goals to be achieved. The scoping meeting is held before any fee proposal has been prepared and may involve project stakeholders identified by the City.

Establishing Communication Channels

Effective communication is essential for the successful execution of a continuing services contract. Establishing clear lines of communication with the City is vital. This includes identifying key points of contact, determining preferred communication methods, and establishing regular meetings or reporting mechanisms to ensure ongoing coordination and information sharing.

Maintaining Continuity

Maintaining continuity is critical. This involves retaining institutional knowledge and expertise gained from previous projects to ensure a smooth transition and consistent delivery of services. Ms. Dearing will assess and assign a task leader that possesses the technical skills that best fit the scope of the task work order. Ms. Dearing and the task leader will work together with your staff to identify the deliverables, identify risks, develop a strategy for completion, create a production schedule, and select the most appropriate staff for the tasks and the resources to meet the schedule.

Proactive Planning and Scheduling

Developing a proactive planning and scheduling approach is essential to meet the needs of the City. This includes creating a work plan that outlines the specific tasks, deliverables, and timelines. Regularly reviewing and updating the work plan allows for corrections and ensures that deadlines are met. If Ms. Dearing determines that subconsultant assistance is needed, a consulting team will be developed with the task leader and support team consisting of LTG personnel and key subconsultant staff. A project scope for completion will be finalized by LTG, along with a fee proposal and project schedule. The **LTG Team understands the importance of meeting schedules**. In order to maintain schedules and meet deadlines, LTG will develop project schedules with a reasonable float and including milestone meetings with City staff.

Quality Control and Performance Monitoring

Implementing robust quality control measures is essential to ensure the delivery of high-quality services throughout the duration of the contract. This includes **Quality Assurance** processes: ongoing coaching/training, regular internal audits, independent peer reviews, and post-performance evaluations. Monitoring key performance indicators (KPIs) allows LTG to proactively identify issues and enables timely corrective actions. LTG has a mature Quality Assurance/Quality Control plan developed to capture over 20 years of planning, design, and construction experience. Our plan is a living document updated regularly and made project specific for each assignment. LTG has assigned **George Galan, PE** as our Quality Assurance/Quality Control Manager for this contract. Mr. Galan has 36 years of experience in project delivery. He will oversee LTG's Quality Assurance/Quality Control process which includes independent peer reviews at each critical stage of each assignment to ensure our corporate expertise is integrated into this contract.

LTG, Inc.
Quality Control Check

PLAN PHASE: _____

QC STEP	BY	Intitals	Date
Submitted Review	EOR		
QC Reviewed	Reviewer		
Approved Edits	EOR		
Corrected	Operator		
Back-Checked	Reviewer		
Verified	EOR		

Quality Control: LTG's quality control process includes the continuous development of checklists for our various products that must be signed by the employees accountable for the process steps. A Quality Control Stamp is also placed on the document to be reviewed, such as reports, studies, plans, and graphics which are initialed at each step by the individual responsible.

Client Collaboration and Feedback

LTG will actively engage with the City and seek their feedback. Collaboration is crucial for a successful continuing services contract. LTG will regularly solicit input, addressing concerns, and incorporate City feedback into service delivery. This helps build a strong working relationship and ensures that the City's expectations are consistently met or exceeded.

Continuous Improvement

A commitment to continuous improvement is fundamental in a continuing services contract. Regularly evaluating processes, identifying areas for enhancement, and implementing lessons learned from previous projects contribute to the overall quality and efficiency of the services provided. This may involve conducting internal reviews, seeking client feedback, and staying updated with industry best practices and emerging trends.

By following this general approach, LTG can effectively manage and deliver services to your satisfaction and long-term success. We will tailor the approach to the specific needs and requirements of each TWO and maintain open lines of communication with your staff throughout the engagement.

ADDED VALUE OF THE LTG TEAM

Public Sector Experience: LTG has eight former public-sector employees. LTG staff understands the challenges in applying for state and federal funds, the relationships between the City, the R2CTPO, the local agencies, the state, and the federal governments, the unique requirements of state and federal oversight, and the importance of good documentation throughout a federally funded project.

Cost Control Process: LTG has invested heavily in new technology and staff to streamline workflows. For project management, LTG has adopted 'CORE', a state-of-the-art project management software developed for engineering companies. It allows a Project Manager to assess budgets, schedules, workload, and receive alerts. CORE is utilized during weekly production meetings to track staff availability and assess progress daily.

The cost-savings passed along to the City during design and permitting is dwarfed by the potential cost-savings during construction. The LTG Team implements a **value engineering approach** to design projects.

LTG'S CONTINUING SERVICE CONTRACTS SUCCESS

Currently, LTG has over 30 continuing service contracts with various city, county, state, and specialty agencies as a prime or subcontractor. Many of our prime contracts are repeat contracts earned by consistently delivering quality work, meeting schedules, and staying on budget. Our knowledge of transportation design, planning, and traffic operations are proven strengths. LTG currently holds continuing services contracts with R2CTPO, Volusia County and FDOT. LTG's knowledge and experience with these agencies results in savings for the City by minimizing the learning curve typically associated with new contracts. Our established rapport and familiarity with the R2CTPO, Volusia County, and FDOT allow us to seamlessly integrate into projects, swiftly understand unique requirements, and efficiently navigate their processes.

This extensive network of continuing service contracts reflects our steadfast commitment to consistent excellence. It's a testament to our ability to maintain enduring partnerships, delivering exceptional quality while respecting both timelines and financial parameters. The trust placed in LTG for these contracts is a direct result of our track record, where our team consistently goes above and beyond to ensure client satisfaction.

Our depth of knowledge in transportation design, planning, and traffic operations positions us as a reliable partner capable of not just meeting but surpassing project objectives. We leverage this expertise to drive cost-effective solutions, enhance operational efficiencies, and deliver high-quality outcomes. As a result, our clients benefit not only from our technical proficiency but also from the long-standing relationships we've cultivated within these agencies, ensuring seamless and efficient project execution.

SUMMARY

LTG's approach includes a well-defined internal process, a highly skilled and experienced team, robust quality control methods, and strategically located office facilities. We are confident in our ability to meet the City of Port Orange traffic engineering and transportation planning needs. Our proven track record, positive professional references, and commitment to excellence position us as a reliable and capable partner. LTG looks forward to the opportunity to contribute to the success of Port Orange and to having the chance to deliver exceptional service.

E. Financial Stability/Litigation and Debarment History

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

Tab E: Financial Stability/Litigation and Debarment History

Financial Stability

Our financial statement has been enclosed in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

Statement of Litigation

LTG has been involved in (1) one lawsuit over the last five (5) years:
Jordan Alexander v. J.R. Davis Construction Company, Inc., et al. Plaintiff was involved in a motor vehicle accident that occurred in an active construction zone. Plaintiff claimed the crash occurred due to a lack of adequate temporary traffic control and equipment in the construction zone. LTG was not responsible for designing the temporary traffic control plans for the project. **Plaintiff dismissed all claims against LTG in November 2022.**

LTG has not been involved in any class actions.

Debarment

LTG has not faced any debarment actions or proceedings in the past five (5) years in relation to our professional activities.

Contract Termination

LTG has not had any contract terminations for default or convenience by any government agency.

Communication Acknowledgement

LTG understands we have a continuing duty to inform the City of any new claims filed against us.

Professional Reference Letter

PNC BANK

Lassiter Transportation Group
1450 W Granda Blvd Suite 2
Ormond Beach, FL 32174

February 17, 2021

To whom it may concern:

Lassiter Transportation Group has maintained a good standing business relationship with PNC since December 2002.

Please do not hesitate to reach out to me should you require additional information..

Sincerely,

Daisy Lucci

Daisy Lucci
Vice President/Business Banker

PNC Bank
746 Belle Terre Pkwy
Palm Coast, FL 32164
(p) 386-586-2616
daisy.lucci@pnc.com

F. References

Proposal for

Professional Engineering Services

RFSQ No: 23-18

LTG Engineering & Planning

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Palm Coast

   Contact Person: Michael Grunewald

   City, State: Palm Coast, FL

   Telephone Number: 386-986-3740

   Email Address: MGrunewald@palmcoastgov.com

   Description of goods/services provided: Traffic Engineering and Civil Engineering Continuing Services Contracts (CSC)

   Contract Amount: $442,693

   Start/End Date of Contract: 2019-current

2. Company Name: Brevard County

   Contact Person: Corrina Gumm, PE

   City, State: Brevard County, FL

   Telephone Number: 321-633-2077

   Email Address: corrina.gumm@brevardFL.gov

   Description of goods/services provided: Public Works Engineering Continuing Services Contract (CSC) and Brevard County Traffic Management Center

   Contract Amount: $405,000

   Start/End Date of Contract: 2019-current

3. Company Name: City of DeLand

   Contact Person: Ray Bahrami, PE, PMP, CPM, CFM

   City, State: DeLand, FL

   Telephone Number: 386-626-7189

   Email Address: Bahramir@deland.org

   Description of goods/services provided: Traffic Engineering & Transportation Planning Services Continuing Services Contract (CSC)

   Contract Amount: $159,000

   Start/End Date of Contract: 2014-current

This document must be completed and returned with your submittal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2024

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	CONTACT NAME: Brianna Rossi	
Brown & Brown of Florida, Inc P.O. Box 745961 Atlanta GA 30374-5961	PHONE (A/C, No, Ext): (386) 267-8940	FAX (A/C, No):
	E-MAIL ADDRESS: brianna.rossi@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Nutmeg Insurance Company	39608
INSURER C :	National Casualty Company	11991
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Lassiter Transportation Group, Inc., DBA: LTG Inc
1450 W. Granada Blvd.
Ormond Beach FL 32174

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			21SBAAV1ST5	12/04/2023	12/04/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			21UECDQ0519	12/04/2023	12/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			21SBAAV1ST5	12/04/2023	12/04/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECGF9026	12/04/2023	12/04/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Deductible $10,000 each claim			JEO0002343	12/04/2023	12/04/2024	Each 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)

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.
30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32119

CANCELLATION

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

Timothy Kobbe

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc	Lassiter Transportation Group, Inc., DBA: LTG Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1.) SL 30 32 06 21 - BLANKET ADDITIONAL INSURED BY CONTRACT (ADDITIONAL INSURED-ONGOING OPERATIONS & COMPLETED OPERATIONS, ADDITIONAL INSURED-LESSOR OF EQUIPMENT/MANAGER OF LESSOR OF PREMISES/STATE OR POLITICAL/ A/I-ARCH/ENG/SURVEYORS)
2.) SL 00 00 10 18 - BUISNESS LIABILITY COVERAGE FORM (PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

AUTO LIABILITY:
1.) HA 99 16 12 21 - COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT (ADDITIONAL INSURED, WAIVER OF SUBROGATION, PRIMARY & NONCONTRIBUTORY)

UMBRELLA LIABILITY:
1.) SU 00 02 10 18 - BLANKET ADDITIONAL INSURED BY CONTRACT - UMBRELLA
2.) SU 30 08 10 18 - (FOLLOW FORM OVER AUTO ONLY)
THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

WORKERS COMPENSATION:
1.) WC000313 04/84 - WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

PROFESSIONAL LIABILITY
1) JE-P-1 (03-22) - DESIGN PROFESSIONALS ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY (WAIVER OF SUBROGATION)

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IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Florida County of Volusia

I, R. Sans Lassiter, PE, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Brown & Brown of Florida, Inc. Company, under the terms of Policy Number 21WECGF9026 for a period from December 4, 2023 to December 4, 2024.

WITNESS:
By: [signature]
Company: Lassiter Transportation Group, Inc. LTG, Inc.

CONTRACTOR:
By: [signature]
Company: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Name/Title: R. Sans Lassiter, PE, President & Founder

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of January, 2023, by R. Sans Lassiter, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

[signature] Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CRYSTAL BASS
Commission # HH 143240
Expires June 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: Brown & Brown of Florida, Inc.

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: President & Founder Date: 1/30/24

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Lassiter Transportation Group, Inc. D/B/A LTG, Inc.

Payment Remit to Name: LTG, Inc.

Contact Name and Title: Nicole Ustanik, Accounting Specialist

Phone number: 386-257-2571 Email address: accountsrec@ltg-inc.us

Taxpayer Identification Number (TIN): 03-0424608

Type of Commodity/Services: Traffic Engineering & Transportation Planning Services

Permanent Address:

Street Address: 1450 W. Granada Blvd., Suite 2

City: Ormond Beach State: FL Zip: 32174

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	PNC Bank
Bank ACH Routing Number:	267084199
Bank Account Number:	1242592293
Name on Bank Account:	Lassiter Transportation Group, Inc. D/B/A LTG, Inc.
Accounts Receivable Email:	accountsrec@ltg-inc.us

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Lassiter Transportation Group, Inc.

2 Business name/disregarded entity name, if different from above

D/B/A LTG, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1450 W. Granada Blvd., Suite 2

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

0	3	–	0	4	2	4	6	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► *Pedro Vazquez* | **Date** ► 1/29/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT A

Standard Hourly Billing
Rates for CSC 3 years
Effective February
2024

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	$ **355**
2	Sr. Project Manager	$ **285**
3	Project Manager	$ **225**
4	Sr. Project Engineer/Sr. Project Planner	$ **210**
5	Project Engineer/Project Planner/Project Coordinator	$ **195**
6	Sr. Engineer Intern	$ **175**
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	$ **155**
8	Sr. Designer	$ **185**
9	Designer	$ **140**
10	Sr. Technician/Technical Writer/Transportation Analyst	$ **130**
11	Technician	$ **105**
12	Administrative Assistant	$ **120**
14	Comptroller	$ **215**
16	Student Intern	$ **90**
17	Business Development	$ **185**
	COURT TESTIMONY	
40	Actual Testimony	$ **500**
40	Preparation Time	$ **500**

LTG Engineering & Planning

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Mead & Hunt, Inc.

Payment Remit to Name: Mead & Hunt

Contact Name and Title: Tabitha Russell / Project Accountant

Phone number: 386-490-1077 Email address: tabitha.russell@meadhunt.com

Taxpayer Identification Number (TIN): 39-0793822

Type of Commodity/Services: Engineering/Consulting

Permanent Address:

Street Address: 2440 Deming Way

City: Middleton State: WI Zip: 53562

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	JPMorgan Chase Bank, NA
Bank ACH Routing Number:	075000019
Bank Account Number:	547284589
Name on Bank Account:	Mead & Hunt, Inc.
Accounts Receivable Email:	AccountsReceivable@meadhunt.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mead and Hunt, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2440 Deming Way

Requester's name and address (optional)

6 City, state, and ZIP code
Middleton, WI 53562

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	9	–	0	7	9	3	8	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kristin Green Date ▶ January 23, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MEAD & HUNT, Inc.
Billing Rate Schedule for Contract RFSQ #23-18

Standard Billing Rates

Clerical	$99.00 / hour
Technical Editor	$149.00 / hour
Technical Writer	$125.00 / hour
Administrative Assistant	$125.00 / hour
Technician I	$125.00 / hour
Technician II, Surveyor - Instrument Person	$149.00 / hour
Technician III	$169.00 / hour
Technician IV	$189.00 / hour
Senior Technician	$199.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$159.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$189.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$199.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$219.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$229.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$249.00 / hour
Senior Associate	$279.00 / hour
Principal	$329.00 / hour
Senior Client/Project Manager	$279.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses Such as reproductions, sub-consultants / contractors, etc.	cost plus 15%

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2027, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukee IA 50263	**CONTACT NAME:** Beau Murray **PHONE (A/C, No, Ext):** 608-242-2558 **FAX (A/C, No):** **E-MAIL ADDRESS:** BMurray@holmesmurphy.com
INSURED MEAHUNPC Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance — 37885 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** American Guarantee & Liability Ins. Co. — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1493188967 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO138723201	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP138723101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			AUC095226001	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC138723301	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			DPR5014507	7/1/2023	7/1/2024	Per Claim: Per Aggregate:	$10,000,000 $10,000,000

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

RFSQ #23-18 Professional Engineering Services

Additional Insured only if required by written contract with respect to General Liability and Automobile Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Port Orange Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to Workers Compensation applies in favor of: City of Port Orange Others as required by written contract.

See Attached...

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

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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AGENCY CUSTOMER ID: MEAHUNPC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Holmes Murphy & Associates	Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should the above described General Liability, Automobile or Workers' Compensation policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

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IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Wisconsin County of Dane

I, Zachary Elliott, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the American Guarantee & Liability Ins. Co. Company, under the terms of Policy Number WC138723301 for a period from 07/01, 20 23 to 07/01, 20 24.

WITNESS:
By: [signature]
Company: Mead & Hunt Inc

CONTRACTOR:
By: [signature]
Company: Mead & Hunt, Inc.
Name/Title: Zachary Elliott/Safety Director

STATE OF Wisconsin

COUNTY OF: Dane

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2024 by Zachary Elliott and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

[signature] Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

commission expires June 2, 2026

ANNE M. BLACK NOTARY PUBLIC STATE OF WISCONSIN

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #RFSQ #23-18

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: Wendy K. Culver

Signature of Owner/Officer: **Wendy Culver**

Title: **CHRO** Date: **01/30/2024**

Mead & Hunt
EXPERIENCE EXCEPTIONAL

STATEMENT OF QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

City of Port Orange
RFSQ #23-18

December 6, 2023

Mead & Hunt

DECEMBER 6, 2023

Chip Kent, Purchasing Agent
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

Subject: RFSQ #23-18 Professional Engineering Services

Dear Mr. Kent and Members of the Selection Committee:

The City of Port Orange is 'Unique by choice, not by chance.' **Mead and Hunt, Inc. (Mead & Hunt) is the City's largest and longest tenured engineering firm, and we are proud to have played a role in creating a community that sets the bar by which other Florida communities are measured.** Mead & Hunt has grown with the City since 1968, through the merger with Quentin L. Hampton Associates in 2017. We have built a large and comprehensive team of design, funding, and construction service professionals that is based right here in Port Orange. This Request for Statement of Qualifications (RFSQ) response is an opportunity for us to re-introduce City staff to our firm's capabilities, qualifications, and personnel. The number of employees and in-house capabilities has grown dramatically over the past five years totaling more than 25 local staff in our Port Orange office with over 1200 nationwide. **Our Port Orange office serves as our design center for Florida, something our competitors cannot claim.** We have historically provided all of the services listed in RFSQ #23-18 for the City, and this submission summarizes our qualifications and capabilities for the following service disciplines:

- Planning and Feasibility Studies
- Design, Permitting, Construction Engineering and Inspection Design and/or Plan Review
- Permitting Services
- Grant Support Services

For over 40 years, we have helped Port Orange lead while other cities have followed. Leadership examples include the City Center complex, central recharge area wellfields, massive flood management projects, advanced wastewater treatment facilities, and sustainable effluent recovery and aquifer recharge strategies.

These projects and programs were considered by some to be ambitious undertakings but are now staples behind the City's numerous successes. These projects served as foundations upon which we will help build future landmark programs and projects. **When the City succeeds, we succeed!**

The Team with Roots in Port Orange – Lead Client Manager, David King, PE, has lived in and served the local community for over 20 years. As the Client Manager and a vested member of the Port Orange business community, David will lead our diverse team of local and national experts to provide the most innovative solutions and superior responsiveness to all projects performed under this contract. He is supported by Brad Blais, PE who has also lived and worked in Port Orange for over 20 years. The firm's regional design center is located at 4401 Eastport Park Way, only three miles from the City's Hall. We have additional Florida team members in Tampa and

Tallahassee. **We commit to leading each project executed under this agreement with a member of our Port Orange leadership team, proposed in Tab C, to provide a level of responsiveness and cost-effectiveness unsurpassed by our competitors.**

Diverse Regional and National Experience – This Port Orange based team has completed over 300 successful projects for the City and hundreds of others for municipalities within the eastern Florida region. We currently serve the City under three separate General Engineering Contracts and have been doing so since 1980. We are the trusted, multidisciplinary firm that can satisfy the full range of potential services required by the City. There is no better predictor of future success than previous performance. We have decades of successful project examples throughout the City and central Florida that demonstrate innovation and reliability in all aspects of project delivery. **Our team balances locally led leadership while providing valuable expertise at the national level.**

History of Success through Continuing Professional Services Agreements – We have built our business by providing exceptional client service since 1900 and have provided municipal engineering for continuing clients in Florida since 1968. Notably, 90% of our firm's annual municipal business is provided for repeat clients, primarily through continuing services contracts, serving as a testament to our commitment in serving our clients and providing quality work. **Mead & Hunt currently holds more than 30 as-needed municipal engineering contracts throughout Florida. This is what we do best!**

Understanding Your Needs – New regulatory requirements such as Senate Bill 64, explosive growth, sea level rise, and inflationary pressure will create challenges for all cities in eastern Florida. Port Orange is an incredibly desirable place to live, work, and play. It is a model community that will continue to attract new residents and be a place our children and their families will want to stay to build their future.

Port Orange has always led, never followed, and the next generation of City leaders will look to continue this tradition. Our City has the advantage of superior planning and investment that will allow us to turn new challenges into future opportunities. Mead & Hunt is proud to have helped create this foundation and built a past that supports the present and future. **This City is our home and we are grateful to have the ability and opportunity to continue making Port Orange the finest city in Florida.**

Sincerely,
Mead and Hunt, Inc.

David King, PE
Lead Client Manager, Vice President

David King, PE, Vice President is authorized to bind the company.

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SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

__X__ Form 9.2 – Respondents Acknowledgement

__X__ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

__X__ Form 9.4 – Drug Free Preference Statement

__X__ Form 9.5 – Public Entity Crimes Statement

__X__ Form 9.6 – Anti-Collusion Form

__X__ Form 9.7 – Statement of Qualifications

__X__ Form 9.8 – Professional References for Previous Experience

__X__ Form 9.9 – Authorized Signatures/Negotiators

__X__ Form 9.10 – Scrutinized Companies Certification

__X__ Form 9.11 – E-Verify Affidavit

__X__ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

__X__ Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

__X__ Exhibit "A" – Description of Confidential Material

__X__ Form 9.14 – No Submittal Statement Form

__X__ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

__X__ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

__X__ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Mead and Hunt, Inc.
Name of Business

Authorized Signature

12/06/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Mead and Hunt, Inc.
Name of Business

Authorized Signature

David King, PE, Vice President
Printed Name and Title

39-0793822
Federal Identification No.

4401 Eastport Parkway
Mailing Address

Port Orange, FL 32127
City, State & Zip Code

(386) 337-3273
Telephone Number

david.king@meadhunt.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this

29 day of NOV., 2023, by Letisia Cruz and who:

☒is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp. 11/18/2025

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/22/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Mead and Hunt, Inc.
Name of Business

Authorized Signature

David King, PE, Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 29 day of NOV., 2023, by Letisia Cruz and who:

☑is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Mead and Hunt, Inc.
Name of Business

Authorized Signature

David King, PE, Vice President
Printed Name and Title

STATE OF: Florida **COUNTY OF:** Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 29 day of NOV., 2023, by Letisia Cruz and who:

☑is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant David King, PE **, who, being by me first duly sworn, made the following statement:**

1. **The business address of** 4401 Eastport Parkway, Port Orange, FL 32127 **(name of Respondent or business) is** Mead and Hunt, Inc.

2. **My relationship to** Mead and Hunt, Inc. **(name of Offeror or business) is** Vice President **(relationship such as sole proprietor, partner, president, vice president.)**

3. **I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.**

4. **I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.**

5. **I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.**

6. **Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)**

~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. (Draw a line through paragraph 7 if paragraph 6 above applies)~~

Mead and Hunt, Inc.
Name of Business

Authorized Signature

STATE OF: Florida

COUNTY OF: Volusia

David King, PE, Vice President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 29 **day of** NOV. **, 2023, by** Letisia Cruz **and who:**

☑is personally known to me; or ☐ has produced _____ as identification.

_____ **Notary Public, State of** Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

This document must be completed and notarized with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Mead and Hunt, Inc.

SIGNED BY:

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: David King, PE

TITLE: Vice President

ADDRESS: 4401 Eastport Parkway

CITY, STATE AND ZIP CODE: Port Orange, FL 32127

TELEPHONE: (386) 337-3273 FAX: N/A

F.E.I.N.: 39-0793822

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. **Name of Respondent:** Mead and Hunt, Inc.

B. **Permanent main office address:** 2440 Deming Way, Madison, WI 53562

C. **Date organized:** November 30, 1949

D. **If a corporation, where incorporated:** Wisconsin

E. **How many years have you been engaged in the business under your present firm or trade name?** 123

F. **Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. **General character of work performed by your company:** Engineering and architectural consulting services

H. **Have you ever failed to complete any work awarded to you? If so, where, and why?** n/a

I. **Have you ever defaulted on a contract? If so, where and why?** n/a

J. **List your major equipment currently owned or leased: USE SEPARATE SHEET & ATTACH TO SUBMITTAL** n/a

K. **Experience in work similar to this type of project:** See Tabs B, C, and D

L. **Background and experience of the principal members of your organization, including the officers: USE SEPARATE SHEET & ATTACH TO SUBMITTAL** See Tab C

M. **Credit currently available: $$** 10 Million

N. **Give bank name, contact name and phone number:** Chase Bank, Michael Showalter, (414) 977-6726

O. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?** ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Mead and Hunt, Inc.
Name of Business

Authorized Signature

David King, PE, Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 29 **day of** Nov. **, 2023, by** Letisia Cruz **and who:**

☑**is personally known to me; or ☐ has produced** _____ **as identification.**

_____ **Notary Public, State of** Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

This document must be completed and returned with your submittal.

FORM 9.7: ADDITIONAL RESPONSES

F. Based on Addendum 1, Mead & Hunt has provided a selection of our current continuing contracts. We are happy to provide additional information on our current continuing contracts upon request.

CONTRACT	DATES/AMOUNTS
City of Cape Canaveral Engineering-Surveying-Architectural Services	2018-2024*
City of Cocoa Beach	2021-2024*
City of Daytona Beach Shores	2022-2027*
City Of DeLand Continuing Professional Engineering Services	2017-2023*
City Of Deltona, FL Civil Engineering, Stormwater Engineering, Water-WW Utility Line Engineering, WW Utility Plant Engineering Services	2022-2025*
City of Dunedin	2023-2028*
Dunes Community Development District Engineering Professional Services (DCDD)	2018-2024*
City Of Edgewater Continuing Professional Engineering Services	2019-2022*
Hillsborough County Professional Engineering Project Management and Funding Support Services	2023-2026*
City Of Holly Hill General Engineering Services	2022-2027*
City of Port Orange Master Contract Professional Engineering Services for Public Works, Utilities and Environmental Services	2022-2025*
City of Satellite Beach Professional Services	2014-2023*
City of Titusville	2023-2026*
Volusia County Utility Engineering Services	2020-2024*
Volusia County, FL Professional Communications Systems Engineering Services	2021-2024*
City of Winter Garden Continuing Contract for Professional Engineering Services	2023-2026*

* Amounts vary by task, up to $500k per task

J. Mead & Hunt, Inc. owns buildings, vehicles, and a variety of specialized equipment in our offices across the country. With more than 1,200 employees and over 40 offices, we are unable to provide a complete inventory of such major equipment.

K. Mead & Hunt has an extensive history of successful service provided to municipalities throughout Florida to meet their needs and challenges. Our Florida business has been built on our ability to provide value to our clients under continuing services contracts. Our clients have demonstrated their high level of trust in our team by retaining the firm under continuing service agreements spanning several decades and multiple renewal cycles. As proof of the value we bring to our clients through our work, Mead & Hunt still possesses continuing services contracts with current Florida municipal clients that date as far back as 1968. Below is a listing of our contracts in Florida.

CLIENT NAME	CONTRACT HELD SINCE
Clearwater	2019
Plant City	2021
St. Petersburg	2021
Citrus County	2021
Pasco County	2020
Tavares	2020
Largo	2019
Winter Garden	2019
Sanford	2019
Palm Coast	2018
Tampa	2018

CLIENT NAME	CONTRACT HELD SINCE
Dunes CDD	2018
Pierson	2017
Oak Hill	2016
Daytona Beach	2015
Cape Canaveral	2011
Brevard County	2009
Deltona	2009
Satellite Beach	2006
Flagler Beach	2003
New Smyrna Beach	2002
Ponce Inlet	2001

CLIENT NAME	CONTRACT HELD SINCE
Volusia County	1998
Cocoa	1997
Holly Hill	1995
South Daytona	1995
Edgewater	1994
Ormond Beach	1992
DeLand	1988
PORT ORANGE	**1980**
Cocoa Beach	1968

L. The operational leadership team of Mead & Hunt, Inc. is listed below with their background and experience.

CHIEF EXECUTIVE OFFICER: ANDY PLATZ, PE

Education: BS, Civil Engineering, University of Wisconsin; Graduate studies, Geotech Engineering, University of Wisconsin; Graduate of ACEC Senior Executives Institute

Registration/Certifications: Licensed Professional Engineer in multiple states

Since 1985, Andy has served in several positions with increasing responsibility at Mead & Hunt, Inc., a nationwide architectural and engineering professional services firm, based in Wisconsin. The firm employs over 1,200 staff members and has an annual revenue of $265 million.

Andy served as the President of Mead & Hunt 2012-2023 and has served on their Board of Directors since 1996. He assumed the position of CEO in July of 2018. As CEO of Mead & Hunt, Andy is responsible for all corporate operations and markets. He leads the strategic development of our growth plan and its associated new markets and expansions. His responsibility bridges all 40+ offices nationwide and the various markets that they represent, including aviation, transportation, federal, food and beverage, utilities and energy, water and waste water, government facilities, and environmental. As a member of Mead & Hunt's Board of Directors, Andy also provides strategic direction and governance to the organization.

Throughout his more than 35-year career at Mead & Hunt he has been involved with projects in every market and technical area. His broad market experience includes transportation, aviation, water resources, environmental, and a wide array of architectural building projects. The client base is both private and public and includes extensive experience with a variety of Federal clients. Andy's career includes both design and extensive construction management experience for projects of all size.

Due to Andy's wide range of technical and national experience, he routinely works with clients to address strategic issues and assists in developing plans to accomplish specific initiatives. This includes developing political and agency support for projects, developing financial plans, and assisting clients in identifying and pursuing funding sources. In addition, Andy assists clients in identifying and resolving project issues, working with clients to choose the most appropriate project delivery method to suit their needs.

As the former Group Leader for our Aviation Group, Andy has extensive knowledge of airfield infrastructure design and construction. His nationwide experience ranges from complex, large air carrier projects to general aviation projects. He is familiar with FAA airfield planning and design standards and has worked in multiple FAA regions. His experience includes financial analyses and funding assistance; air service issues; preparing master plans and environmental documents; runway, taxiway, and apron design; airfield lighting and NAVAIDs; and developing aviation facilities such as terminals, control towers, and hangars.

CHIEF OPERATIONS OFFICER/PRESIDENT: AMY SQUITIERI

Education: MBA, University of Wisconsin; MA, Architectural History, University of Virginia; BS, Art History, University of Wisconsin

With 32 years of experience in the AEC industry, Amy's ability to take calculated risks, problem-solving acumen, and people development skills have played a key role in our firm's strategic organic and acquisition-related growth. As Mead & Hunt COO/President, she helps lead our firm into the future, working to ensure that financial and production goals are met by groups and business plans are executed effectively. With a strong focus on identifying, retaining, and attracting talent and acquisitions, Amy keeps culture front and center by building and maintaining relationships across the company to facilitate collaboration and cross-selling across markets. She works to develop staff, especially through PMO and technical training. Amy's clear vision for succession planning and strategic planning will serve the firm well as we continue to diversify and grow into new markets.

CHIEF HUMAN RESOURCES OFFICER: WENDY CULVER

Education: BA, MS, English, Psychology, University of Wisconsin-Madison

Wendy leads the HR team and works with the CEO to set personnel policy and establish HR directives. She also monitors and maintains Mead & Hunt's compliance with legal issues related to human resources including our Employee Handbook and Affirmative Action plan. To enhance organizational effectiveness and company culture, she facilitates team building workshops, conducts assessments for individuals and groups, and coaches/counsels managers and employees to help them succeed.

CHIEF FINANCIAL OFFICER: DAVE SCHLIDT, CPA

Education: BS, Accounting, Marquette University

Registration/Certifications: Certified Public Accountant

As CFO, Dave manages the financial actions of Mead & Hunt. He is responsible for tracking cash flow, analyzing the company's financial strengths and weaknesses, and making strategic recommendations on mergers and acquisitions. He oversees the finance team, ensuring the accuracy of financial reports. He works closely with the CEO and other executive operational leadership members, playing a vital role in the company's strategic initiatives.

CHIEF INFORMATION OFFICER: ANDY KNAUF

Education: AA, Mechanical Design, North Central Technical College

Andy is a highly skilled technology executive with a wealth of experience in modernizing traditional infrastructures and rapidly transforming technology organizations. He has a keen eye for talent, building diverse teams that consistently deliver high performance results. Andy is leading the charge in the industry to utilize data in innovative ways that not only inform better decision-making, but also revolutionize the way business is conducted. He has extensive experience in developing and implementing effective security strategies and ensuring compliance with various cybersecurity standards, including NIST and CMMC.

Under his leadership, his teams are spearheading and adopting advanced security technologies such as artificial intelligence (AI) and machine learning (ML) to protect his organization's systems and data, thereby driving business success. His influential role in the AEC industry has positioned him to lead all firms in driving innovation and elevating the entire industry. Additionally, he regularly leads roundtable discussions for ACEC and is involved in executive decision-making for the group, along with speaking at national and local events. Andy also serves on several Customer Advisory Boards (CAB) providing insight and guidance on their software development.

Throughout his illustrious career, Andy has received numerous awards for his outstanding contributions to the field of IT. He is widely recognized for his innovative approach and exceptional leadership skills in the industry. Andy is frequently invited to speak at several industry conferences on topics related to cloud computing and cybersecurity, further demonstrating his reputation as a thought leader in the field.

In today's dynamic technology landscape, innovation is enabling us to accomplish more tasks in less time. While securing information remains a significant challenge, our ongoing efforts have earned high praise and satisfaction from both our valued employees and clients.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of DeLand, Florida

   Contact Person: Jim Ailes

   City, State: DeLand, Florida

   Telephone Number: (386) 626-7252

   Email Address: Ailesj@DeLand.org

   Description of goods/services provided: Water, wastewater, reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI services

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 2017-2022, in renewal period for 2023

2. Company Name: City of Ormond Beach, Florida

   Contact Person: Shawn Finley

   City, State: Ormond Beach, Florida

   Telephone Number: (386) 615-7049

   Email Address: Shawn.Finley@ormondbeach.com

   Description of goods/services provided: Planning, feasibility studies, preliminary engineering, design, permitting, construction oversight

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 1992-present

3. Company Name: City of Edgewater

   Contact Person: Randy Coslow, PE

   City, State: Edgewater, Florida

   Telephone Number: (386) 424-2400

   Email Address: rcoslow@cityofedgewater.org

   Description of goods/services provided: Water, wastewater, and reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI services

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 1994-present

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Randy Coslow, City of Edgewater

   Phone: (386) 424-2400 Ext 4007

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 28

   Description of service: Design, permitting, CEI, plan review, bidding

2. Contact Name: Glenn Whitcomb, City of Deltona

   Phone: (386) 878-8929

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 14

   Description of service: Design, permitting, CEI, plan review, bidding

3. Contact Name: Brad Kalsow, City of Cocoa Beach

   Phone: 321-868-3308

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 54

   Description of service: Design, permitting, CEI, plan review, bidding

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
David King, PE	Vice President	(386) 337-3273
Brad Blais, PE	Vice President	(386) 337-3275
Michael B. Ruland, PE	Vice President	(386) 490-1125
Michael Schwier, PE	Vice President	(850) 391-5169

Authorized Signature

David King, PE, Vice President

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, David King, PE, Vice President, on behalf
(Print Name and Title)

of Mead and Hunt, Inc. ("Company"), certify that Mead and Hunt, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Mead and Hunt, Inc.
COMPANY NAME

SIGNATURE

David King, PE
PRINT NAME

Vice President
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 29 day of NOV, 2023, by Letisia Cruz and who:

☑is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp. 11/18/2025

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that Mead and Hunt, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Mead and Hunt, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

David King, PE, Vice President
Print or Type Name, Title

Signature of Affiant

39-0793822
Federal Employer ID Number (FEIN)

244747
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 29 day of NOV., 2023, by Letisia Cruz and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

This document to be completed and returned with your Proposal.

Company ID Number: 244747

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Mead & Hunt, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee’s SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties**:** Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 244747

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 244747

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mead & Hunt, Inc.

Wendy Culver	
Name (Please Type or Print)	**Title**
Electronically Signed	09/02/2009
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	09/02/2009
Signature	**Date**

Company ID Number: 244747

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Mead & Hunt, Inc.
Company Facility Address:	6501 Watts Road
	Madison, WI 53719
Company Alternate Address:	
County or Parish:	DANE
Employer Identification Number:	390793822
North American Industry Classification Systems Code:	541
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- WISCONSIN 1 site(s)

Company ID Number: 244747

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Heidi Derendinger**	
Telephone Number:	**(608) 273 - 6380**	Fax Number:
E-mail Address:	**heidi.derendinger@meadhunt.com**	
Name:	**Wendy Culver**	
Telephone Number:	**(608) 273 - 6380**	Fax Number:
E-mail Address:	**wendy.culver@meadhunt.com**	
Name:	**Jean Gohlke**	
Telephone Number:	**(608) 273 - 6380**	Fax Number:
E-mail Address:	**jean.gohlke@meadhunt.com**	
Name:	**Rachel Erdmann**	
Telephone Number:	**(608) 273 - 6380**	Fax Number:
E-mail Address:	**rachel.erdmann@meadhunt.com**	

E-Verify

Welcome
Maggie Bolton

MENU

Company Information

Company Name
Mead & Hunt, Inc.

Company ID Number
244747

Doing Business As (DBA) Name
--

DUNS Number
066892558

Physical Location

Address 1
2440 Deming Way

Address 2
--

City
Middleton

State
WI

Zip Code
53562

County
DANE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
390793822

Total Number of Employees
500 to 999

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

View / Edit

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
3

View / Edit

View Original MOU Template

View MOU

Last Login: 08/16/2018 03:20 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

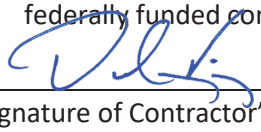
Download Viewers

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

12/06/2023

Date

David King, PE, Vice President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFSQ #23-18

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Mead and Hunt, Inc.

Address: 4401 Eastport Parkway, Port Orange, FL 32127

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: David King, PE

TITLE: Vice President

DATE: 11/29/2023

ATTEST:

BY: _____

NAME: Letsia Cruz

TITLE: Sr. proposal coordinator

DATE: 11/29/2023

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Financial statement is attached in a separate envelope marked CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c).

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Mead and Hunt, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

David King, PE, Vice President

Name & Title of Contractor's Authorized Official

Date: 12/06/2023

This document must be completed and returned with your submittal.

State of Florida
Department of State

I certify from the records of this office that MEAD AND HUNT, INC. is a Wisconsin corporation authorized to transact business in the State of Florida, qualified on August 30, 2005.

The document number of this corporation is F05000005090.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2023

Secretary of State

Tracking Number: 7024165189CC

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

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

Detail by Entity Name

Foreign Profit Corporation
MEAD AND HUNT, INC.

Filing Information

Document Number	F05000005090
FEI/EIN Number	39-0793822
Date Filed	08/30/2005
State	WI
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/24/2020
Event Effective Date	NONE

Principal Address

2440 Deming Way
Middleton, WI 53562-1562

Changed: 04/29/2015

Mailing Address

2440 Deming Way
Middleton, WI 53562-1562

Changed: 04/29/2015

Registered Agent Name & Address

COGENCY GLOBAL INC
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 08/09/2023

Address Changed: 08/09/2023

Officer/Director Detail

Name & Address

Title President, CEO, Director

PLATZ, ANDREW J
2440 Deming Way
Middleton, WI 53562-1562

Title VP

Schwier , Michael
1424 Piedmont Drive, Unit 100,
Tallahassee, FL 32308

Title VP

King, David
4401 Eastport Parkway
Port Orange, FL 32127

Title VP

Blais, Brad
4401 Eastport Parkway
Port Orange, FL 32127

Title VP

Burkett, Jeff
878 S Lake Drive
Lexington, SC 29072

Title VP

Whitney, Laurie L
2440 Deming Way
Middleton, WI 53562-1562

Title VP

Mason, Jeffrey M.
411 First Avenue South, Suite 610
Seattle, WA 98104

Title VP

Rathke, John A.
1702 Lawrence Drive
De Pere, WI 54115

Title VP

Still, J. Berry
878 S. Lake Drive
Lexington, SC 29072

Title VP

Samples, Kris
2203 North Lois Avenue
Suite 225
Tampa, FL 33607

Title VP

Charnas, Nick
2203 North Lois Avenue
Suite 225
Tampa, FL 33607

Title VP

Ruland, Mike
4401 Eastport Parkway
Port Orange, FL 32127

Title VP

Sabra, Ziad
7055 Samuel Morse Drive
Suite 100
Columbia, MD 21046

Annual Reports

Report Year	Filed Date
2023	01/04/2023
2023	03/29/2023
2023	06/19/2023

Document Images

08/09/2023 -- Reg. Agent Change	View image in PDF format
06/19/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/29/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
10/27/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/21/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2022 -- ANNUAL REPORT	View image in PDF format
03/23/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
11/12/2020 -- Reg. Agent Change	View image in PDF format
09/24/2020 -- Amendment	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/04/2019 -- AMENDED ANNUAL REPORT	View image in PDF format

03/11/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
06/30/2017 -- Merger	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
11/12/2010 -- Reg. Agent Change	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
05/16/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
03/08/2006 -- ANNUAL REPORT	View image in PDF format
08/30/2005 -- Foreign Profit	View image in PDF format

B

TAB B

COMPANY PROFILE — HISTORY AND QUALIFICATIONS

Mead & Hunt is providing the response to RFSQ 23-18 below for comprehensive services to the City of Port Orange, including civil engineering, traffic engineering and transportation planning, landscape architectural, environmental/planning services, hydrologic/hydraulic analysis, stormwater design, feasibility and due-diligence studies, drainage studies, master planning, and grant procurement and grant administration services. The project team consists of a group of over 1200 design professionals and technicians providing engineering and related services across the nation. We are a multi-disciplinary firm and maintain all core engineering disciplines 'in-house.'

The **Port Orange office** at 4401 Eastport Parkway has provided continuing engineering services for the City since 1980. Port Orange is our home and we are proud to have designed and supervised construction of the vast majority of the City's utility and public works projects within the city for over 40 years.

David King, PE, will serve as the Lead Client Manager for this Port Orange contract. David has been with the firm since 1997 and will be the primary point of contact and administrative project manager for all assignments to be serviced under this agreement. As an additional level of redundancy, Brad Blais, PE, will serve as Alternate Client Manager. He has been with Mead & Hunt since 1988. **David and Brad are trusted advisors to the City and maintain frequent communication and strong professional relationships with staff to ensure seamless, effective communication.**

In addition to our Port Orange design center, we also have fully staffed offices in throughout Florida, such as Tampa and Tallahassee. In accordance with the RFSQ instructions, this response summarizes our qualifications and capabilities for the following service disciplines:

- Planning and Feasibility Studies
- Design, Permitting, Construction Engineering and Inspection Design and/or Plan Review
- Permitting Services
- Grant Support Services

The assembled team members have recent, relevant experience performing this work for similar utilities throughout east Florida and the nation. Detailed resumes for design professionals proposed for these tasks are included in **Tab C**. Many of these projects delivered by our team members were performed under continuing service contracts.

Our team provides services from these locations across the state of Florida and nation:

- **PORT ORANGE, FLORIDA**
- **TAMPA, FLORIDA**
- **TALLAHASSEE, FLORIDA**
- **LEXINGTON, SOUTH CAROLINA**
- **COLUMBIA, MARYLAND**
- **MIDDLETON, WISCONSIN** (Headquarters)

CONTINUING SERVICES CONTRACTS

Mead & Hunt has an extensive history of successful service provided to municipalities throughout Florida to meet their needs and challenges. Our Florida business has been built on our ability to provide value to our clients under continuing services contracts. Our clients have demonstrated their high level of trust in our team by retaining the firm under continuing service agreements spanning several decades and multiple renewal cycles. **As proof of the value we bring to our clients through our work, Mead & Hunt still possesses continuing services contracts with current Florida municipal clients that date as far back as 1968.**

A large part of the success that we have had with our clients on continuing services contracts stems from the level of service and attention we provide our clients, backed by our strong technical expertise. Our design center is located in Port Orange and is supported by technical staff in our Tampa and Tallahassee offices, as well as offices across the US. Our comprehensive staff of engineers, designers, technicians, and inspectors enables us to optimally staff numerous concurrent projects throughout central Florida and respond to client requests on short notice. We have and will continue to respond immediately to the City's emergency needs as well as regularly planned projects and assignments. We are here for you.

We started work for the City of Port Orange in 1980. We designed and/or supervised the majority of all City constructed projects for the past 40+ years. This includes hundreds of public works and utility projects including both the City's water and wastewater treatment plants. We also prepared the design plans for the City Center complex. **Mead & Hunt is proud of our legacy in Port Orange and continue as the City's Hometown Engineers.**

MEAD & HUNT CONTINUING SERVICES CONTRACTS

A SAMPLING OF OUR CONTINUING SERVICES CONTRACTS AND RELEVANT SERVICES PROVIDED

CLIENT	Years of Service	SERVICES PROVIDED: Civil Engineering	Traffic Engineering/ Transportation Planning	Landscape Architecture/ Urban Design	Environmental/ Planning Services	Hydrologic/ Hydraulic Analysis	Stormwater Design	Feasibility/Due-Diligence Studies	Drainage Studies	Master Planning	Grant Procurement and Administration
Hernando County	1	●	●				●	●		●	●
Pasco County	3	●	●				●		●	●	
Brevard County	12	●					●	●			●
City of Cocoa	24	●	●			●	●	●		●	●
City of Cocoa Beach	53	●	●		●	●	●	●	●		●
City of DeLand	34	●			●	●	●	●	●	●	●
City of Deltona	13	●				●	●	●	●	●	●
City of Edgewater	27	●	●		●	●	●	●	●	●	●
City of Flagler Beach	18	●				●	●	●	●	●	●
City of Holly Hill	26	●	●			●	●	●	●	●	●
City of Ormond Beach	29	●					●	●		●	●
City of Port Orange	41	●				●	●	●	●	●	●
Volusia County	23	●	●			●	●	●	●	●	●

ABILITY, CAPABILITY, AND SKILL

Mead & Hunt offers the full range of services requested in the RFSQ. Our Florida offices currently provide Port Orange the following professional services:

- Civil engineering
- Traffic engineering and transportation planning
- Landscape architectural
- Environmental/planning services
- Hydrologic/hydraulic analysis
- Stormwater design
- Feasibility and due-diligence studies
- Drainage studies
- Master planning
- Grant procurement and administration

Our core strength is comprehensive professional engineering services. We currently provide the City with a broad range of services and have the capability to expand those offerings to include all of the primary disciplines requested as well as the supporting services of architectural, structural, and electrical engineering.

Our approach is based on a philosophy of listening to our clients' needs and developing cost-effective solutions that meet design objectives and enhance the safety of our transportation system. **This unique approach translates into a firm that is hands-on, with our personnel working as an extension of staff for the clients we serve.** As a result, we have a thorough understanding of the environments in which our clients work and the constraints and challenges they face.

Our success reflects our years of experience, technical knowledge, long-standing relationships built with clients, familiarity with the community, and the drive to deliver products that exceed clients' expectations. Above all, your success is our success.

DETAILED RESUMES CAN BE FOUND IN TAB C

Team Member	Civil Engineering	Traffic Engineering/ Transportation Planning	Landscape Architecture/ Urban Design	Environmental/Planning Services	Hydrologic/Hydraulic Analysis	Feasibility and Due-Diligence Studies	Drainage Studies	Master Planning	Grant Procurement and Administration
David King, PE	●				●	●	●	●	●
Brad Blais, PE	●				●	●	●	●	●
Brian Laverty, AICP		●				●		●	
Chuck Huffine, PE, PTOE, AICP, RSP1	●	●				●		●	●
Carol Jones, PE, PTOE	●	●							●
Michael Schwier, PE	●					●		●	
Matt Johnson, PE	●	●						●	
Meifa Chen, PhD, PE	●			●	●	●	●	●	
Fadi Alsharif, PE	●					●			
Tanner Rachal, PE	●								
Mike Ruland, PE	●							●	
Noah Adamoski	●							●	
Sean Moore, PE	●					●		●	
Mark Sauer, AICP			●	●		●		●	
Allysha Lorber, PLA, AICP		●	●	●		●		●	●
Sheryl Parsons									●
Jennifer Satterthwaite, ENV SP				●					

PLANNING AND FEASIBILITY STUDIES

Our local professional staff provides a broad range of planning and report preparation capabilities. Per the RFSQ, this includes transportation, hydrologic/hydraulic, due diligence, and drainage.

Transportation Planning

Transportation planning has evolved from simply providing vehicle capacity and vehicle trips on roadways. Projects now consider transit, pedestrians, bicyclists, and neighborhood integration with a shift in focus to person-trips as communities look for fully integrated transportation solutions.

The Mead & Hunt team are industry leaders in understanding and utilizing effective analysis and visualization tools to allow clients and project stakeholders to arrive at the best decisions on specific, achievable, safe, and efficient multimodal transportation solutions. The team provides transportation planning services for all modes, including:

- Corridor and subarea studies
- Comprehensive planning
- Traffic impact assessment
- Development of Regional Impacts, (DRI), Project Development and Environmental (PD&E), and Environmental Impact Statement (EIS) Studies
- Impact fee program development
- Traffic forecasting
- Transit planning
- Pedestrian and bicycle facility planning

Our team coordinates with agency clients to plan a transportation system that increases mobility choice, links key nodes of activity, attracts private sector growth, reduces environmental burden, and accommodates all users through a "Complete Streets" approach, when possible. This approach is based on the premise that streets should serve all modes and users, not just cars, and should adapt to changing travel trends. This approach is critical to the process of communicating with stakeholders, building consensus around alternatives, and seeing projects implemented. Our team has extensive experience in the evaluation process and strategic assessment of multimodal alternatives, as well as in writing winning grant applications to secure funding.

We are fluent with most travel demand forecasting software packages, including TransCAD.

Traffic Studies and Traffic Counts

Mead & Hunt's key staff have completed thousands of traffic operations and safety studies. Traffic analysis and simulation may be necessary to respond to citizen and elected official inquiries as well as to support internal project planning and feasibility assessments to preliminary engineering design. We will perform traffic analyses to a degree commensurate with the assignment. Our approach to traffic studies is like that of a forensic engineer; perform field reconnaissance investigation and document the problem(s). The investigation will include inventory of roadway and traffic control;

Our team provides complete traffic engineering and transportation planning services for all modes, including:

- Corridor and subarea studies
- Comprehensive planning
- DRI, PD&E and EIS Studies
- Impact fee program development
- Data collection
- Traffic forecasting
- Traffic impact assessment
- Signal warrant analysis
- TSM&O/signal and corridor retiming
- Capacity and intersection analysis/modeling
- Access control studies and plans
- Safety audits and crash analysis
- Roadway, traffic signal and ITS planning, design, and cost estimation
- Transit planning and designs
- Pedestrian and bicycle planning
- Traffic calming
- Roundabout analysis
- ITS/technology
- Public/stakeholder coordination
- Grant writing

American Association of State Highway and Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) sight distance evaluations (stopping, intersection, decision, signal visibility); traffic data collection including intersection and volume counts, speed studies, peak hour delays, queues, gaps, and corridor travel times; field observations; future traffic projections; crash analysis of historical data to correlate crash patterns to operations and geometrics. We will then identify and evaluate improvements through crash analysis and safety, Level of Service (LOS), capacity analyses, and computer modeling. Our team will develop conceptual plans, cost estimates, and an engineering report. We will prepare technical documentation including reports, presentations, concept designs, renderings, and simulations.

Mead & Hunt has extensive experience in reviewing crash data, field investigations, and performing safety analyses to correlate crash experience with operational and geometric deficiencies and quickly and accurately identify appropriate safety treatments. We are also versed in predictive safety analysis using Highway Safety Manual (HSM) Crash Modification Factors (CMFs) to assess expected crash reductions and safety benefits for individual or combined safety treatments. Mead & Hunt will use AASHTO's HSM, Federal Highway Administration (FHWA) and Institute of Transportation Engineers' (ITE) Toolboxes of Countermeasures, and ITE's Manual of Transportation Engineering Studies.

EXPERT **STAFF**

The Mead & Hunt team has performed thousands of traffic studies including:

- **Traffic calming studies**
- **High-crash locations**
- **Traffic signal operations**
- **Multimodal studies**
- **Speed studies**
- **Lighting studies**
- **Signing studies**
- **Parking studies**
- **Traffic control needs (signal warrant and all-way stop studies)**
- **Crosswalk studies**
- **Event traffic management**

The Mead & Hunt team provides complete traffic engineering services, including:

- Corridor and intersection studies
- Data collection
- Signal warrant analysis
- Capacity and intersection analysis/modeling
- Access control studies and plans
- Safety audits and crash analysis
- Traffic calming
- Roundabout analysis

STATE-OF-THE-ART TRAFFIC ENGINEERING STUDIES

Mead & Hunt uses state-of-the-art computer equipment and software to perform traffic analysis, planning, engineering design, mapping, simulation, and visualization. We are versed in numerous advanced traffic analysis software tools including Synchro/SimTraffic, Transyt-7f, TSIS/CORSIM, VISSIM, SIDRA, Highway Capacity Analysis, and RODEL.

Transportation Systems Management and Operations (TSM&O)

The Mead & Hunt team is on the cutting-edge of technology in the development and implementation of performance measurement/management and operations strategies and systems:

- Traffic signal timing and coordination including adaptive signal control
- ITS/technology planning and design
- System performance evaluation
- System/arterial management (variable speed limits, dynamic lane assignment, part-time shoulder use, etc.)
- Reliability and resiliency assessment
- Connected vehicle technologies
- Cybersecurity

Right-of-Way

Our highly experienced managers believe that right-of-way begins at the inception of the project. Acquisition costs are highly variable and dependent upon the difficulties encountered in the process. When impacts to properties are identified early in the design process, changes can be made without jeopardizing project schedule and/or cost. Our trustworthy staff can effectively and efficiently coordinate your acquisition tasks to streamline the construction process and save you time and money.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

Mead & Hunt has provided the following services and will continue to provide the following design, permitting, CEI, and plan review services:

- Stormwater management
- Site/pavement/drainage design
- Roadway widening, safety, and capacity improvements
- Traffic signal improvements
- Multi-modal and pedestrian safety improvements
- Parks and recreational facilities
- Major and minor utility improvements
- Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, and retaining walls
- Structural, architectural, and electrical design services
- Site plan review and inspections
- Transportation CEI services
- Utility and infrastructure CEI services

Stormwater

Mead & Hunt brings to the table water resources design engineers with in-depth knowledge of local municipalities, counties, and state design guidelines, ordinances and standards, and; extensive experience in preparation of new and retrofit designs of drainage, SWM facilities including conventional SWM Ponds & Environmental Site Design (ESD) facilities. E&SC design expertise include phasing design plans and detailed sequence of construction. Typical transportation projects will require SWM and E&SC concept, site development, and final design approval for acquiring the permit.

Municipalities and drainage districts face increasing challenges to manage stormwater discharges from their watersheds. Water quality issues, flooding, and aging infrastructure are just a few of the many obstacles to manage. Mead & Hunt provides an innovative, collaborative approach to stormwater management emphasizing personal relationships. Our robust and precise analytical capabilities and strong communication skills allow us to illustrate clear project options so you can confidently select the right option. Funding and permitting knowledge are the added ingredients necessary to meet your future stormwater needs.

We are well-versed in:

- National Pollutant Discharge Elimination System (NPDES) erosion control and stormwater management permitting, stormwater management plans, and Stormwater Pollution Prevention Plans (SWPPPs)
- Spill Prevention Control and Countermeasures (SPCC) Plans (40 CFR, Part 112)
- Waterway, wetland, and floodway permitting (Section 401/404)

MINUTEMAN CAUSEWAY STORMWATER AND STREETSCAPE IMPROVEMENTS, COCOA BEACH

Surface Drainage and Storm Drain Design

Mead & Hunt has extensive experience in drainage systems, including open channel or closed systems. We will evaluate based on on-site conditions and constraints, then the system will be integrated with proposed stormwater low impact development (LID) and environmental site design (ESD) stormwater management facilities. We will perform necessary hydrologic computations in order to perform spread computations to determine the spacing of inlets and sizing for storm drainage systems. The hydraulic gradient will be computed, as required. An analysis of the existing drainage system will be performed using field surveyed information, existing as-built plans, aerial topography, and field verification. Modifications to the existing system will be analyzed based on the proposed improvements.

Stormwater Management Design

Stormwater requirements will be evaluated based on recent stormwater guidelines of the City. The design will be performed to meet the requirement according to the maximum extent practicable (MEP) using ESD facilities. A preliminary stormwater management report will be developed including the drainage area map, hydrologic and hydraulic analysis, the description of existing conditions, analysis methods, summary of requirements, summary of proposed design, design calculations, and a conclusion. Outfalls will be investigated for stability of existing, as well as proposed conditions, and recommendations will be included in the report. Furthermore, any waiver and variance required for SWM due to proposed improvements will be identified at the preliminary design stage and will be submitted for review.

Low Impact Stormwater Management Facilities

Potential innovative stormwater control measures will be cited and evaluated after the team has received input from the City. It is important that the controls do not look "engineered". Landscape practices such as tree pits and filter strips will precede over structural measures such as water quality inlets. The measures to be considered will include: linear stormwater tree pits, permeable pavement for sidewalks, reinforced turf for emergency vehicle access roads, overflow of occasional used parking, disconnection of rooftop runoff/non-roof top runoff, sheet flows to conservation areas, filter strips, bioretention (BioClean, Filterra, etc.) inlets, bio retention areas, grassed ditches, redirection of downspouts, rail barrels, planting rain gardens, and the planting of trees and shrubs.

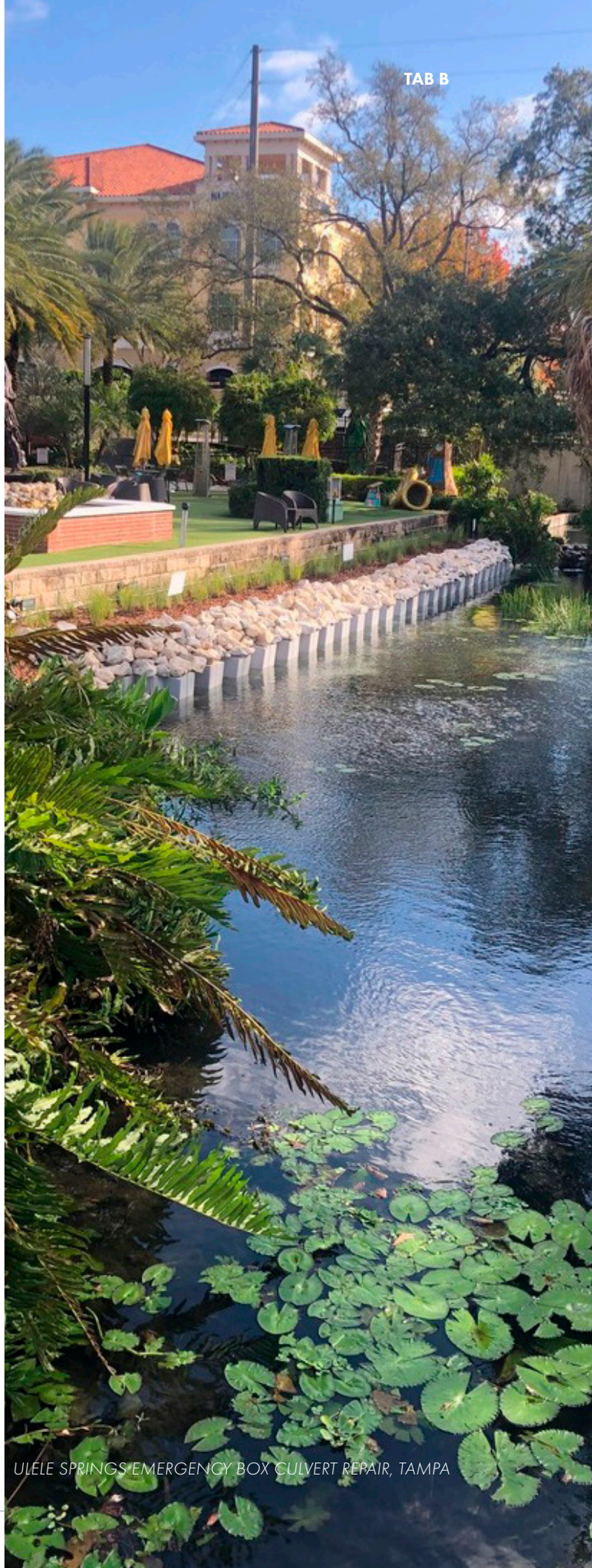
Field Investigation/Preliminary Civil/Site Design

Our attention will be focused on identifying a practical, cost-effective, and safe design, i.e., line, grade, drainage, SWM, pedestrian and roadside safety, potential utility conflicts, environmental impacts, and archaeological impacts. Our engineers and designers will develop preliminary plans and profiles. The preliminary plans will include a title sheet, vicinity map, location map, and limits of project; typical cross-sections with pavement width, curbs, pavement details, property limits, limits of grading and disturbance. Utilities and roadway plans will show complete topographic, underground as well as on surface utilities, details, and a comprehensive design recommendation for ultimate construction including limits of construction additional ROW requirements. Profile plans will show existing and proposed grade lines, horizontal and vertical alignment, and size and location of all utilities.

Civil/Site Plan and Peer Review

Mead & Hunt currently provides independent site plan review for the communities of: Deltona, Oak Hill, Edgewater, and occasionally Holly Hill. Others of our continuing clients utilize our professional services for unique or complicated projects that require a higher level of review than the City desires to perform in-house. We have a process for providing the service and billing for same. Typically, the developer pays for the professional fees.

We also provide peer review services for designs and/or documents prepared by other firms or agencies. This can be performed as a 'second set of eyes' and/or to check



ULELE SPRINGS EMERGENCY BOX CULVERT REPAIR, TAMPA

for conformance with accepted engineering practices and standards and/or to determine compliance with state and federal regulations. Such documents include feasibility studies, traffic impact studies, planning, preliminary design, reports, final design, and bid documents, including specifications and engineer's estimate. Currently, we provide plan review services for various counties and municipalities throughout the State of Florida for transportation engineering projects. We have also performed these tasks when regulatory agencies promulgate rules that affect our clients. Recently, the St. John's River Water Management District published their Central Florida Groundwater Model and had a 30-day public review period. We were able to compare the District's model results with those of the West Volusia Water Supply Utilities and submit comments and concerns that will affect their Consumptive User Permits.

Permeable Pavement

Mead & Hunt is well-aware of pervious concrete pavement and its unique and effective means to address the important environmental issues and support green, sustainable growth. By capturing stormwater and allowing it to seep into the ground, the porous concrete is instrumental in recharging groundwater and reducing the amount of stormwater runoff. This pavement technology creates more efficient land use by eliminating the need for retention ponds, ditches, and other stormwater management devices.

Roadway, Traffic Signal, and ITS Design

We are fluent with Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA) manuals and standards, including the MUTCD, Site Impact Handbook, LOS Handbook, Traffic Engineering Manual, Design Standards, and Manual on Uniform Traffic Studies (MUTS). Mead & Hunt is experienced in the design of streets, traffic signals, and ITS, using FDOT and local standards:

- Roadway, traffic signal, and ITS design and cost estimation
- Utility design
- ADA requirements
- ITS system integration and deployment
- Concepts of operation/system architecture
- Transit, pedestrian, and bicycle facility design
- Roundabout design
- Communication/fiber system design
- Managed lanes

FLUENT IN ALL ROADWAY, TRAFFIC SIGNAL, AND ITS DESIGN SERVICES

We have full roadway design capabilities using MicroStation and AutoCAD including InRoads, Civil 3D Open Roads, and Concept Station, together with numerous design applications such as AutoTurn and Guidesign. Our staff receives timely training on civil 3D state-of-the-art and state-of-the-practice design and analysis tools.

Roadway Including Intersection Improvements and Storm Drain Design

Mead & Hunt offers roadway and drainage design engineers with in-depth knowledge of City Code, specifications and standards, and AASHTO and FHWA design guidelines. Our staff is proficient in using MicroStation V8, GeoPak Civil Site, AutoCAD Civil 3D software, and MSHA CADD Standards. Design experience includes roadway intersection improvements, capacity and safety improvements, and widening of rural and urban roadways, arterial, and interstate highways. Drainage design includes storm drains and ditches and culverts. Mead & Hunt has also prepared construction documents for pavement rehabilitation/preservation by improving the subgrade drainage and paving mats and pipe rehabilitation using lining of existing pipe to extend the serviceability life. For typical roadway improvements or new roadway projects, we expect concept design, alternatives alignment studies, preliminary investigation, semi-final design, final design, plans, specifications, and estimate (PS&E), constructability review, advertisement documents, bidding phase, and construction phase depending on the extent of complexity.

Based on the anticipated scope of the assignments, our team will perform the following roadway design activities:

1. Evaluate existing conditions for compliance with City/County, State, Federal, and AASHTO criteria; Develop horizontal and vertical alignments based on design speed and roadway type
2. Develop typical sections to incorporate vehicular, bikes, pedestrian, and transit users, as applicable
3. Develop lane configurations and determining number of through and turning lanes
4. Evaluate clear-zone requirements and design traffic barriers and end treatments
5. Identify limits of disturbance and determine right-of-way impacts
6. Identify intersection improvements based on intersection operations and capacity analysis
7. Design pavement sections and identify pavement areas for resurfacing or reconstruction
8. Evaluate stopping, passing, and intersection sight distance
9. Evaluate and design traffic calming measures
10. Develop designs for on-street parking lanes and lots
11. Identify potential utility impacts and location of potential test pits
12. Perform facility audits, including safety, bicycle, and pedestrian facility audits
13. Perform AASTHO compliance reviews
14. Develop MOT plans, including vehicular, pedestrian, and bicycle MOT plans
15. Develop plans, details, specification, and estimates

Mead & Hunt will provide water resource services, including H&H analysis, drainage, and SWM and E&SC design as part of transportation or structural projects. Drainage design elements include but are not limited to: field inspection and condition assessment; video inspection; illicit discharge detection; outfall stability assessment and downstream impact analysis; erosion causes and stabilization measures; drainage area verification; hydrology/runoff estimates; hydraulic capacity; inlet spacing and spread; hydraulic gradient; inlet and outlet control; design event discharge criteria; design and allowable velocity; channel linings; freeboard; alternative pipe types; details and specifications; maintenance of base flow; investigation of drainage complaints and remedy, public safety, and stakeholder involvement. Our experience also includes ESD and LID roadside SWM devices and provides the City with water quality credits in order to meet the NPDES permit requirements, if needed.

Design Improvements to Pedestrian Crossings

The primary reason for such studies is to improve the pedestrian mobility and update sidewalk features to meet ADA requirements. Mead & Hunt recognizes the need for improved access for pedestrians and bicyclists. The project team will employ state-of-the-art techniques while designing ADA compliant sidewalks and ramps around the existing utility poles, structures, and trees, without relocating users.

NORTH ATLANTIC AVENUE STREETSCAPE, CAPE CANAVERAL

Trails

Mead & Hunt excels at designing user-friendly on-street and off-street trails in the busiest of downtowns and the quietest of country roads. You can rely on our multi-disciplined staff to complete each element of a non-motorized vehicular trail project from conceptual planning and plan development to construction administration and final project completion.

We are passionate about sustainable transportation and recreational opportunities in our community. We have extensive experience in network planning and design for on- and off-road facilities, including signed bike lanes, cycle tracks, low stress networks, recreational nature trails, hiking trails, shared-use paths, boardwalks, natural surface trails, greenways, and rails-to-trails.

Parks

Since 2004 Mead & Hunt has been providing a variety of professional planning services to a number of communities. Our planning services include being the day-to-day planner, drafting multiple park and open space plans, a city-wide comprehensive plan, and a detailed land use and development plans. We focus on enhancing the community quality of life for residents, ranging from developing park and recreation facilities to preserving the community values.

POLLARD PARK & PICKLEBALL COURTS, PONCE INLET

FLAGLER AVENUE SIDEWALK, EDGEWATER

Sidewalks and Hiker/Biker Paths Design

Mead & Hunt has extensive experience in design of new and replacement of existing sidewalks and hiker/biker paths for ADA Compliance and according to latest Bike and Pedestrian Guidelines.

Based on the anticipated scope of the assignments, our team will perform the following sidewalk and hiker/biker path design activities:

1. Evaluate existing conditions for compliance with City/County, State, Federal, and AASHTO criteria; Develop horizontal and vertical alignments
2. Develop typical sections to incorporate bicycles and pedestrians, as applicable
3. Evaluate clear-zone requirements and design traffic barriers and end treatments
4. Identify limits of disturbance and determine right-of-way impacts
5. Identify the design elements at intersection crossing depending on the complexity
6. Design pavement sections
7. Evaluate sight distance
8. Evaluate and design traffic calming measures
9. Identify potential utility impacts and location of potential test pits
10. Perform facility audits, including safety, bicycle and pedestrian facility audits
11. Perform AASTHO compliance reviews
12. Develop MOT plans, including vehicular, pedestrian, and bicycle MOT plans
13. Develop plans, details, specification, and estimates

Pedestrian and Bicycle Studies and Design

Short-term and long-term planning for pedestrian and bike infrastructure begins with identification and qualitative analysis of existing facilities. Identifying local context, existing, and future generators of pedestrian, and bike traffic (via master planning and future zoning changes), as well as barriers, are the first steps in planning for pedestrian and cycling facilities. Typical studies focus not just on existing pedestrian and bike counts, but also the safety and comfort of each mode. Pedestrian and bike planning studies typically utilize GIS to evaluate infrastructure needs. Preliminary and final engineering efforts include design of typical roadway sections to accommodate bicycle and pedestrian accommodations, horizontal and vertical alignments, design waivers, cost estimates, and design details for ADA ramps, crosswalks, refuge islands, and bicycle priority treatments in accordance with standards. In addition, Mead & Hunt can perform wayfinding signing analysis and design. We have developed specification book jobs for over a dozen bicycle route networks utilizing on-call areawide contracts to install pavement markings/signing.

Permitting

Our Port Orange office has provided extensive permitting assistance to most east coast municipalities for decades. With that experience, we have developed meaningful relationships and contacts with the regulatory and permitting agencies that are the same agencies the City of Port Orange must work with. Our understanding of the local and state agencies and their representatives allows us to provide expedited permitting processes. We accomplish this through complete and thorough permitting packages targeted and intentional for the agency and specific reviewers' needs, minimizing requests for additional information (RAIs). In addition, our team understands the importance of providing consistently open lines of communication with the permitting agency and the City.

Coordination of Utility Relocations and Designations

Mead & Hunt's local team offers hands-on experience in managing and performing utility relocation, prior rights negotiations, utility designation and location services, and technical review of proposed relocation plans. We have also performed utility locating using the latest designation equipment and vacuum excavation test-hole method and prepared base mapping of existing utilities.

Site Evaluation

Mead & Hunt will review as-built/record plans, GIS and aerial survey, right-of-way, environmental features, and other available information, in order to prepare a detailed checklist for the site visit and investigation. We will evaluate the site in order to document existing conditions, topographic features, and to identify any constraints on the development of a site (geographical, environmental, easement, zoning, or code related).

Coordination and Preparation of Environmental Permitting Documents

Mead & Hunt's experience spans the full range of environmental assessment, design, and evaluation and permitting services including wetland and stream impacts, reforestation, and H&H studies for flood plain impacts. Additionally, we have performed hazardous materials investigations, environmental assessments and permitting, land use planning, landscape architecture, site design, environmental design and assessment, including Rare, Threatened, and Endangered Species coordination, stream restoration, SWM landscaping, streetscape design, landscape planning, wetland delineation and mitigation, forest stand delineation, and forest conservation mitigation. Mead & Hunt has performed Phase1 and 2 Environmental Site Assessments for hazardous materials identification and remediation.

DUNLAWTON DRAINAGE, PORT ORANGE

Preliminary Transportation Planning and NEPA Documentation

Mead & Hunt offers expert planners and engineers as well as GIS analysts, CADD, and technical support staff. Prior to advancing any project from planning into final engineering, Mead & Hunt will perform preliminary design to identify and resolve issues such as additional ROW, easements, utility relocations, drainage impacts, structures, signalization, traffic analysis, bicyclist and pedestrian safety, ADA compliance, and environmental documentation. Our project experience includes feasibility studies and alternatives analysis, conceptual and preliminary engineering, environmental inventories and assessments, and stakeholder/public outreach. Our project experience includes minor intersection and spot geometric and safety improvements, traffic calming, sidewalk, bike lane and trail projects, roadway/corridor improvements, and major grade separation/interchange projects. We also understand that the City may have pre-planned projects that have gone through the planning process and are ready to progress for design and construction documents. In such cases, Mead & Hunt will, in concurrence with the City, review the previous studies and validate for proposed purpose and need and advise the City with findings and recommendations, if necessary.

Construction Engineering Inspection

Mead & Hunt offers qualified and experienced staff for the preparation of the contract documents for bidding purposes including final plans, specifications, engineer's estimates, constructability reviews, determination of contract duration, and preparation of addenda. Mead & Hunt also offers qualified and experienced staff for construction support services, including review and approval of shop drawings, respond to request for information, periodic progress meetings, and field consultation and revisions during construction, as necessary. Our firm has the capability to perform all of the construction services outlined below. Maintaining these disciplines in-house enables us to respond quickly and reduces the need for added coordination with outside resources, saving the City both time and money.

WHAT WE DO BEST

- CTQP Asphalt Paving Inspection I & II
- CTQP Earthwork Construction Inspection I & II
- FDEP Certified Erosion Prevention and Sediment Control Inspector
- FDOT Nuclear Density – Moisture Testing and Safety Inspector
- FDOT Pavement Marking
- ACI Field Concrete Technician
- CTQP Concrete Field Inspector
- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection
- IMSA Traffic Signal Inspector
- FDOT Auger Cast Pile Inspector
- CTQP Final Estimates Level II
- CTQP QC Manager
- Florida Advanced MOT Certified
- Office of School Facilities Certified Inspector
- ICC Certified Building Official
- ICC Commercial Combination Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Accessibility Inspector
- ICC Accessibility Plans Examiner
- ICC Residential Combination Inspector
- ICC Residential Building Inspector
- ICC Residential Electrical Inspector
- ICC Residentials Mechanical Inspector
- ICC Residential Plumbing Inspector
- Reinforced Concrete Special Inspector
- Structural Masonry Special Inspector
- Structural Steel Welding Special Inspector
- High Strength Bolting Inspector
- AWS Welding Inspector
- Magnetic Particle Testing
- Spray-Applied Fireproofing Special Inspector

GRANT SUPPORT SERVICES

Funding and Compliance

Project funding has many complexities that are compounded when multiple funding sources are used. Having an experienced, well-cultivated team of funding professionals in your court to fight your funding battles is a great advantage. Proposed City initiatives and projects will qualify for grant funding opportunities, sometimes more than realized initially. We have an entire team dedicated to these projects, and have proven success at obtaining grants and maintaining compliance. Our experienced funding team has **over 29 years of funding experience with a funded amount of more than $20 billion.**

We have extensive knowledge and experience with federal, state, regional, and local funding programs, as well as long-standing professional relationships with the staff who manage these programs. Our team will work tirelessly to secure funds and provide compliance assistance on your behalf. We provide complete funding and compliance services including planning, application, reimbursement requests, reporting, and other compliance support duties that can expedite reimbursement of expended funds and provide a clean project audit. Our team of specialists will perform various extensive and time-consuming compliance responsibilities for federal and state-funded projects.

SHERYL PARSONS: FUNDING EXPERT

- 20 years of experience training states and cities in State Revolving Fund compliance
- 12 years of experience training states and cities in Davis-Bacon and American Iron and Steel compliance
- 12 years of experience training states and cities in fraud prevention during construction

FUNDING ASSISTANCE PROCESS

- ☑ **IDENTIFY** alternative funding sources
- ☑ **PREPARE** applications
- ☑ **MONITOR** new funding opportunities
- ☑ **STAY INFORMED** about next steps
- ☑ **MANAGE** funding compliance
- ☑ **COMPLETE** a successful audit and closeout phase

"DURING THE PAST 30 YEARS, I HAVE WORKED EXTENSIVELY WITH [MEAD & HUNT] AND CAN WITH GOOD CONSCIENCE RECOMMEND THEM TO OTHER GOVERNMENTAL CLIENTS WHO NEED QUALITY PROFESSIONAL SERVICES PERFORMED TIMELY AND AT A REASONABLE COST."

Keith Riger, PE, Public Services Director
City of DeLand

Public Involvement

Serving clients since 1995, our subconsultant, Quest Corporation of America, Inc. (Quest), provides communications, community involvement, compliance administration, creative graphics, and web design services to a long list of distinguished clients. As a growing full-service, turn-key communications firm based in Florida, Quest is positioned and DBE certified to serve nationally. Quest maintains a reputation for providing high-quality, professional creative products and strategic communications services to various state departments, federal, and municipal agencies, and to some of the largest engineering and construction companies throughout the US.

EXPERIENCE WITH SIMILAR CONTRACTS

Mead & Hunt has extensive experience providing on-call service to municipalities. Our commitment and dedication to providing exceptional services for our clients has remained a core focus since our inception in 1900, and our long-term relationships are a testament to our firm's ability to provide consistent, reliable service to the region. We encourage you to contact our listed project references who can attest to our ability to respond quickly and develop solutions that are in the City's best interest.

The City's needs will be met by our team of proven professionals who have extensive experience in their respective areas of expertise as well as proven ability to work together seamlessly as a cohesive and integrated unit. We have also included value-added services based on our history of serving various clients on similar contracts throughout Florida.

CAPACITY

Our project team is comprised of a deep bench of transportation and engineering professionals with the breadth of technical experience and workload capacity required to execute and complete the assigned task(s) on-time and within budget. Our key personnel have extensive experience, both locally and nationally. Mead & Hunt, with its proven history of serving the City, is proposing a staff that brings together a diverse range of expertise in traffic engineering studies and design. This team has the necessary capacity and high-quality resources to provide uninterrupted service to the City. Our commitment to maintaining our established track record is unwavering.

Mead & Hunt assures the City that we meet or exceed the requirements for capacity to accomplish the work in the required time and that our key personnel are not overextended. The key personnel capacity table on the next page illustrates the current workload of our key personnel as a percentage of their time, as well as the time they have available for assigned tasks. Furthermore, we have a robust team of professionals on standby, ready to provide support to our key personnel when needed.

Mead & Hunt maintains 1200 professionals across 40+ offices and we are proud of our retention rate for our engineering staff. The proposed project team features Mead & Hunt staff who have worked for the firm for many years. In the unlikely event the proposed key personnel are no longer on your project, our team can lean on our extensive bench of staff to support this contract.

Key Personnel	Committed Projects	Available Capacity
David King, PE Contract Manager	40%	60%
Brad Blais, PE Deputy Contract Manager	60%	40%
Brian Laverty, AICP Transportation/Master/Capital Planning	40%	60%
Chuck Huffine, PE, PTOE, RSP1, AICP Traffic Studies and Design	55%	45%
Carol Jones, PE, PTOE Traffic Safety Analysis/Audit	50%	50%
Michael Schwier, PE Bridges/Structures, PD&E	55%	45%
Sean Moore, PE Roadway	55%	45%
Meifa Chen, PhD, PE Stormwater/Hydraulics	45%	55%
Mark Sauer, AICP Rec & Parks	40%	60%
Mike Ruland, PE CEI	40%	60%
Allysha Lorber, PLA, AICP Grant Support	55%	45%
Sheryl Parsons Grant Support	45%	55%
Jennifer Satterthwaite, ENV SP Environmental/NEPA	55%	45%
Lisa Mark Public Involvement	50%	50%
Keff Kurella, PE Electrical	55%	45%
Tang Fang, AIA, LEED AP, NCARB Architectural	55%	45%

We recognize the importance of having a dependable team that is responsive to the City of Port Orange's needs and is proactive in anticipating its staffing requirements. As indicated in the chart above, our team has availability to make your projects our priority.

Mead & Hunt offers the following services in house, making us a one-stop-shop for your engineering needs.

AVIATION

- Airfield pavement design
- Deicing studies
- Electrical design
- Land use compatibility planning
- Landside infrastructure
- Master planning
- Sustainability planning
- Wildlife management planning

BRIDGES

- Bridge design
- Historic bridge rehabilitation
- Hydraulics
- Structural analysis
- Structural design

BUILDINGS

- Architecture
- Energy analysis
- Facility assessments
- LEED certification
- M/E/P design
- Security systems
- Structural design
- Sustainable design
- Technology systems

CONSTRUCTION

- Commissioning
- Construction inspection
- Construction management
- Design-build

CULTURAL RESOURCES

- Architectural surveys
- Cultural resource management
- Section 106 compliance
- Section 4f compliance

ENERGY

- Electrical transmission
- Energy audits
- Environmental permitting
- Hydroelectric design
- Infrastructure assessment
- Site design

ENVIRONMENTAL

- Air quality
- Climate change management
- Environmental impact assessments
- Hazardous materials
- Land use compatibility
- Natural resource management
- NEPA documentation
- Noise
- Stream restoration
- Sustainability planning
- Water quality

FOOD & INDUSTRIAL

- Building systems design
- Design-build owner's representative
- Energy audits and improvements
- Facility planning
- LEED certification
- M/E/P design
- Process design
- Refrigeration
- Security
- Structural design
- Water and wastewater

HIGHWAYS

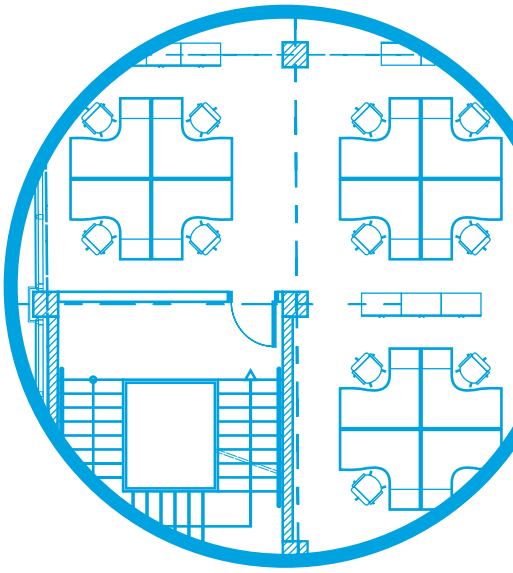
- Complete streets
- Corridor studies
- Roadway design
- Traffic engineering

INFRASTRUCTURE

- Asset management
- Community planning
- Downtown development plans
- Pedestrian and bike trails
- Site design
- Smart growth land use planning
- Stormwater management
- Sustainability planning

MILITARY

- Airfield engineering
- Building engineering
- Communication systems
- Green building design
- Master planning



TELECOMMUNICATIONS

- Structural design
- Surveying
- Tower mapping

WATER

- Dam safety inspections
- FERC licensing
- Fish passage and screens
- Flood protection
- Geographic information systems
- Hydroelectric design
- Hydrology and hydraulics
- Operations and maintenance
- Pump stations
- Stormwater

PROJECTS AND EXPERIENCE

EDGEWATER CONTINUING PROFESSIONAL ENGINEERING SERVICES

CITY OF EDGEWATER, FLORIDA

Mead & Hunt is the primary utility consultant for Edgewater and has held this contract since 1994. The City has undergone significant growth and is continually managing growth and infrastructure challenges. Our team has provided support in not just providing recommendations for flood abatement and water quality discharges but with actual day-to-day plan and code review for developers adding to the City's footprint. Recent representative projects include:

WTP Ion Exchange Facility Plant

Completed: 2021 Cost: $137K
PM: Brad Blais, PE

The City has struggled with water quality problems due to elevated raw water organics and total organic carbon (TOC) content for decades. A desktop analysis and subsequent bench scale testing was performed to identify the most effective means of improving water quality in the distribution system. Out of four treatment alternatives, The result was a recommendation to implement closed vessel ion exchange, softening at pH 10, and DBP formation during 4-log treatment in the WTP. Using the results of the treatment alternatives evaluation, a SRF Facility Plan was prepared to fund the design and construction of the recommended improvements.

Reclaimed Water Main Extension Phases 1, 2 and 3

Completed: 2019 Cost: $3.7M
PM: Brad Blais, PE

For this project, a program was conceived to convey flow from the WWTP west to a storage pond at the City's future public works facility and then further to the west, across I-95, and ultimately to serve new developments on the far side of the service area. The project consisted of construction of approximately 22,000-linear feet of 12-inch and 16-inch reclaimed water main piping in the following areas: Public Works Facility on Mango Tree Dr to Dale St, Willow Oak Dr to the Coral Trace Subdivision and Coral Trace Subdivision to west of I-9.

East Thomas Street Septic Tank Elimination and Stormwater Improvements

Completed: 2016 Cost: $704K
PM: Brad Blais, PE

Mead & Hunt provided planning, design, CEI, and grant assistance for Edgewater's septic to sewer conversion project within a residential neighborhood. The project included gravity sewers, paved roads, new potable water lines, and stormwater improvements.

CONTRACT DETAILS

REFERENCE
Randy Coslow
RCoslow@CityofEdgewater.org
386.424.2400 Ext 4007

SCOPE AREAS:
Water, wastewater, reclaimed water, collection system design, lift station replacement and planning, R&R, grant stance, CEI Services

KEY STAFF:
Brad Blais, Keff Kurella, Noah Adamoski, Meifa Chen, Sheryl Parsons

> [Mead & Hunt]'s professional staff has been a beneficial service provider for many ventures including water, wastewater, stormwater and financial and capital planning. I would highly recommend them to other entities as a qualified, proficient team player.
>
> *Brenda Dewees*
> *Director of Environmental Services*
> *City of Edgewater*

55+
Projects

40+
Years Serving the City

PORT ORANGE CONTINUING PROFESSIONAL ENGINEERING SERVICES

CITY OF PORT ORANGE, FLORIDA

Mead & Hunt has worked with the City of Port Orange on numerous problem areas within the City to alleviate flooding and protect businesses and home-owners from damage to their properties. Below you will find some examples of the projects we have designed and assisted with implementation.

Reclaimed Reservoir and Outfall and Infiltration System

Completed: 2017 Cost: $300K
PM: Brad Blais, PE

The Reservoir Outfall and Filtration project included a 24-inch-diameter screened intake, one intake structure with an adjustable effluent weir and submersible pumps for transfer to filtration, one 20-inch Mag-Meter, one coagulation and flocculation tank with mechanical mixers and chemical feed, one 2-MGD, 10-micron Kruger Disc filter and one effluent wet well with two submersible pumps for effluent transfer to storage or wetland outfall for this 12-MGD advanced WWTF. The City has annual average wastewater flows of approximately 6-MGD, and annual average reclaimed water demand of approximately 5-MGD.

Influent Structure Bypass and Barscreen Replacement

Completed: 2020 Cost: $31K
PM: Brad Blais, PE

The original headworks was rehabilitated and a 36" DIP bypass piping assembly was constructed to enable the restoration and retrofit. Two new 48" stair screens were added to replace the original Parkson Aquaguard screens.

FDEP SRF Facility Plan and Process Evaluation

Completed: Ongoing Cost: $269K
PM: Brad Blais, PE

Mead & Hunt prepared the original design for this facility and for every major project on the site since that time. Brad and the Mead & Hunt team were engaged to prepare a comprehensive process evaluation and SRF Facility Plan for the upgrade of the entire WWTP. The plant has been operating in its current configuration for over 30 years and every unit process needs attention. Most of the mechanical and electrical equipment also needs replacement with modern technology. The City also desires to achieve AWT nitrogen and phosphorous removal in the BNR process prior to the denitrification filters. This Plan will identify BNR process modifications to modify the four-stage A/O process. This planning document is scheduled for completion in the Summer of 2022.

CONTRACT DETAILS

REFERENCE
Steve Parnell
SParnell@port-Orange.org
386.506.5786

SCOPE AREAS:
Water, wastewater, reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI Services

KEY STAFF:
Brad Blais, Keff Kurella, Noah Adamoski, Meifa Chen, Sheryl Parsons

DELAND CONTINUING PROFESSIONAL ENGINEERING SERVICES

CITY OF DELAND, FLORIDA

Mead & Hunt has continuously held this contract since 1987. Services provided to the City of DeLand under this contract have included water, wastewater, and reclaimed water projects in various stages of development. Below you will find a selection of the projects we have designed and assisted with implementing.

St. John's River Intake & Filtration

Completed: 2019 Cost: $250K per phase
PM: Brad Blais, PE

Mead & Hunt provided the replacement of an existing 2-MGD sand filter with a 5-MGD 'Aqua Diamond' filter at the WWTP as well as the replacement of the reuse pump check valves, influent bar screen and grit pump. The project also included the replacement of the three existing St. John's River intake pump station impellers and seals.

Wiley M. Nash Filtration System Upgrades

Completed: 2018 Cost: $4M
PM: Brad Blais, PE

A year after the Aqua-diamond filters were commissioned at the water reclamation facility, the performance exceeded the plant's expectations. They decided to retrofit the third sand filter to match the other two that were modified in 2016. The purpose was not a capacity increase, but rather a project to provide uniform filtration for all effluent and surface water. (See full project sheet on page 72.)

Spring Hill Sanitary Sewer Retrofit Program, Phases 1, 2, 3 and 4

Completed: Ongoing Cost: $6.8M
PM: Brad Blais, PE

Brad and his team provided grant assistance, public outreach, and bidding assistance for the City. Phases 1, 2, and 3 were completed in 2007, 2011, and 2021, respectively. The fourth phase of this project is currently under design. The combined construction cost was approximately $6.8 M and the project included the following approximate quantities of work: 17,600-linear feet of 8-inch gravity sewer and 84 manholes, 16,500-linear feet of 4 – to 8-inch water main, three lift stations, and 4,000-linear feet of 4 – to 6-inch force main, and 346 sewer services and a similar number of water services.

CONTRACT DETAILS

REFERENCE
Jim Ailes
Ailesj@DeLand.org
386.626.7252

SCOPE AREAS:
Water, wastewater, reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI Services

KEY STAFF:
Brad Blais, Bill Black, Keff Kurella, Sheryl Parsons, Noah Adamoski

FLORIDA AVENUE STREETSCAPE IMPROVEMENTS

COCOA, FLORIDA

PROJECT OWNER

- City of Cocoa

SERVICES PROVIDED

- Design services
- Street improvements
- Bidding services
- CEI services
- Signage
- Sidewalk design
- Roadway reconstruction
- Stormwater design

KEY STAFF:

David King

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

PROJECT SCOPE/DESCRIPTION

This project's scope included approximately a half-mile of complete street improvements along Florida Avenue from King Street (SR 520), south of Rosa L Jones Drive. The project included:

- Roadway reconstruction
- New sidewalks
- New curb and gutter
- On-street parallel parking (permeable interlocking concrete unit pavement)
- Minor stormwater improvements
- Pedestrian-scaled decorative streetlights
- Thermoplastic striping
- Stamped asphalt crosswalks
- Signage
- Landscaping
- Irrigation

The new sidewalk is a combination of concrete and brick pavers. Existing driveways were reconstructed to meet ADA requirements along with the new sidewalks. The project was bid and constructed as a joint project with water main replacement improvements.

The project was funded with FDOT Local Agency Program (LAP) funding. Mead & Hunt provided design services for each of the complete streets improvements. Team members also provided bidding services and CEI services for the entire project, including the water main replacements.

MINUTEMEN CAUSEWAY STORMWATER AND STREETSCAPE

COCOA BEACH, FLORIDA

PROJECT OWNER

- City of Cocoa Beach

SERVICES PROVIDED

- Funding assistance
- Bidding assistance
- Construction contract administration and inspection services

KEY STAFF:

- Brad Blais, Noah Adamoski

PROJECT SCOPE/DESCRIPTION

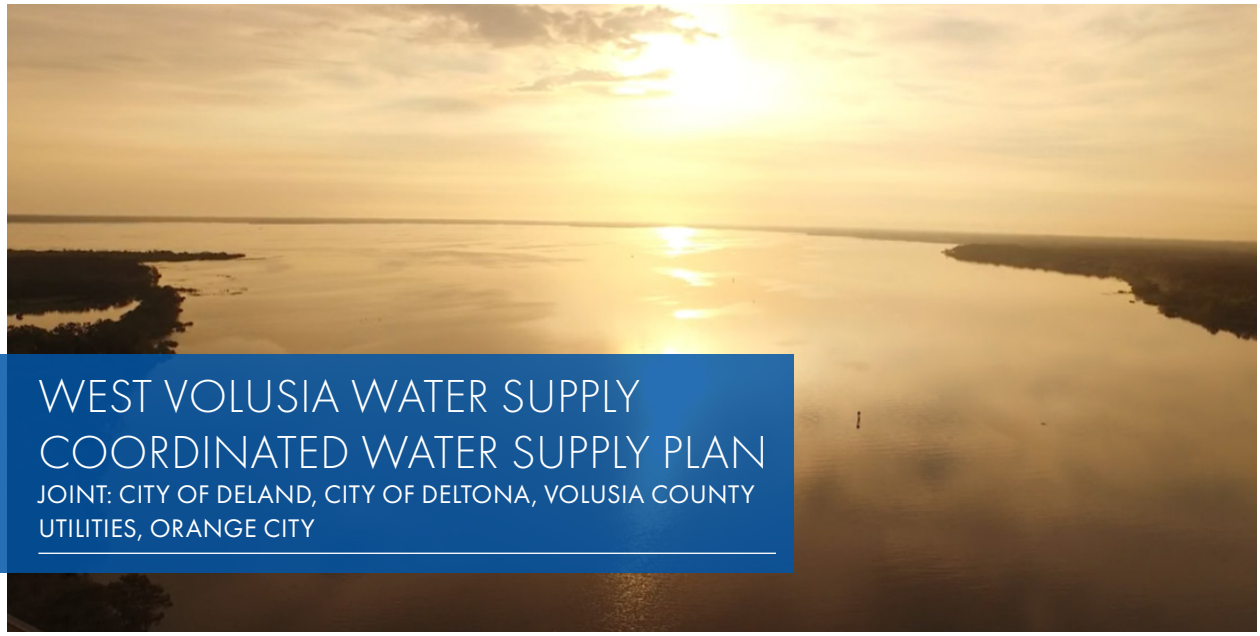
Minutemen Causeway is the main east to west corridor through downtown Cocoa Beach, in Brevard County on Florida's east central coast. The corridor runs east to west across the five-block stretch of the Atlantic coastal barrier island. The City of Cocoa Beach designed and permitted the project with state-of-the-art stormwater treatment trains. Before implementation, the existing runoff discharged into the Banana River Lagoon, a waterbody that is part of the Indian River Lagoon (IRL) system, which is a designated "Estuary of National Significance." The project, located on the east at the Atlantic dune line west two blocks along Minutemen Causeway to Cedar Avenue, was designed with three major Low-Impact Design (LID) best management practices (BMPs). These include native landscape bioswales/tree filters, underground exfiltration, and pervious pavers.

We used sorption media to further reduce the nitrogen and phosphorus pollution mass before entering the groundwater. This particular sorption media has proven effective for removing phosphorus and nitrogen from the stormwater before it infiltrates into the groundwater table. Biosorption Activated Media (BAM) is media that removes pollution using chemical sorption as well as biological removal. The project now provides treatment for all stormwater flowing from the sub-basins for the entire 20.28-acre drainage basin that includes urban downtown, densely developed land.

Mead & Hunt provided construction phase services including construction, administration, and inspection for the project. The bid amount was $5,100,458. The City obtained grants from FDEP, St. John's River Water Management District (SJRWMD), and FDOT through Local Agency Program funds. Mead & Hunt assisted the City with all grant requirement compliance.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT



WEST VOLUSIA WATER SUPPLY COORDINATED WATER SUPPLY PLAN

JOINT: CITY OF DELAND, CITY OF DELTONA, VOLUSIA COUNTY UTILITIES, ORANGE CITY

SERVICES PROVIDED

- Planning
- Civil engineering
- Environmental engineering

KEY STAFF

- Brad Blais

PROJECT SCOPE/DESCRIPTION

The West Volusia Water Suppliers (WWWS – composed of City of DeLand, City of Deltona, Orange City, and Volusia County Utilities) are facing restrictions on their groundwater allocations from the Water Management District combined with growing populations. To address this issue, the WWWS group enlisted Mead & Hunt to evaluate current and projected demands, determine deficiencies in allocations, incorporate impacts of current and future projects on demands and allocations, and propose future projects for evaluation and adoption of the group.

Mead & Hunt completed a thorough evaluation of water demands and projections through 2045. This included raw water demands and reclaimed water demands. This data was used to determine the amount of water deficiency the WWWS group will encounter and the approximate date the deficiency will take place. This was used to propose specific projects that can be implemented to offset the demand and meet future deficiencies. This included an approximate project cost and the projected year the project would need to be completed.

This project serves as a detailed document and data resource to share with decision-makers for the utilities. This will help them meet the needs of their communities, stay within compliance requirements of the regulatory agencies, and plan for the financial needs to complete the required projects.

PLANNING AND FEASIBILITY STUDIES

RIO WAY SUBDIVISION DRAINAGE IMPROVEMENTS

VOLUSIA COUNTY, FLORIDA

PROJECT OWNER

- Volusia County

SERVICES PROVIDED

- Design
- Permitting
- Grant application assistance
- Construction administration assistance
- Post-construction water quality monitoring

PROJECT SCOPE/DESCRIPTION

In October 1995, Volusia County completed the Nova Canal System Watershed Management Plan Report (MPA), which evaluated 22.4 square miles of the Nova Canal watershed which outfalls into the Halifax River. The Nova Canal system encompasses three major outfalls; LPGA Canal in Holly Hill, the Reed Canal in South Daytona, and the Halifax Canal in Port Orange. After many studies to lessen the flooding of the Riviera Oaks Subdivision (Rio Way), the County implemented the first phase of improvements for this area included Riviera Oaks Stormwater Management Park (circa 1998). In 2002, Phase II of the Riviera Oaks Stormwater Park was completed. Further flooding of the Rio Way homes prompted the County to purchase the majority of the subdivision homes to create an expanded stormwater pond.

Mead & Hunt's services were obtained to provide design, permitting and grant application assistance to the County. The Rio Way Drainage Improvement and Utility Relocation project is located within the Rio Way and the Riviera Oaks Dog Park. The popular dog park has shade trees, benches and drinking water. It was originally permitted to assist with solving the flooding problem with the Rio Way homes. As part of this project, the County of Volusia purchased and removed 21 residential properties within the Riviera Oaks Subdivision with a grant obtained from the Division of Emergency Management (DEM). The pond was constructed and combined with the Riviera Oaks pond to become a single large pond that will provide flood attenuation and water quality improvement protection to the area. The County obtained Florida Department of Environmental Protection (FDEP) Total Maximum Daily Load and SJRWWD cost share grants to fully fund the construction with Mead & Hunt's assistance. Mead & Hunt continues to assist the County with grant and construction administration.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

ULELE SPRINGS EMERGENCY BOX CULVERT REPAIR

TAMPA, FLORIDA

PROJECT OWNER

- City of Tampa

SERVICES PROVIDED

- Facilities planning
- Design
- Permitting
- Progressive design-build
- CEI services

KEY STAFF

- Bill Black

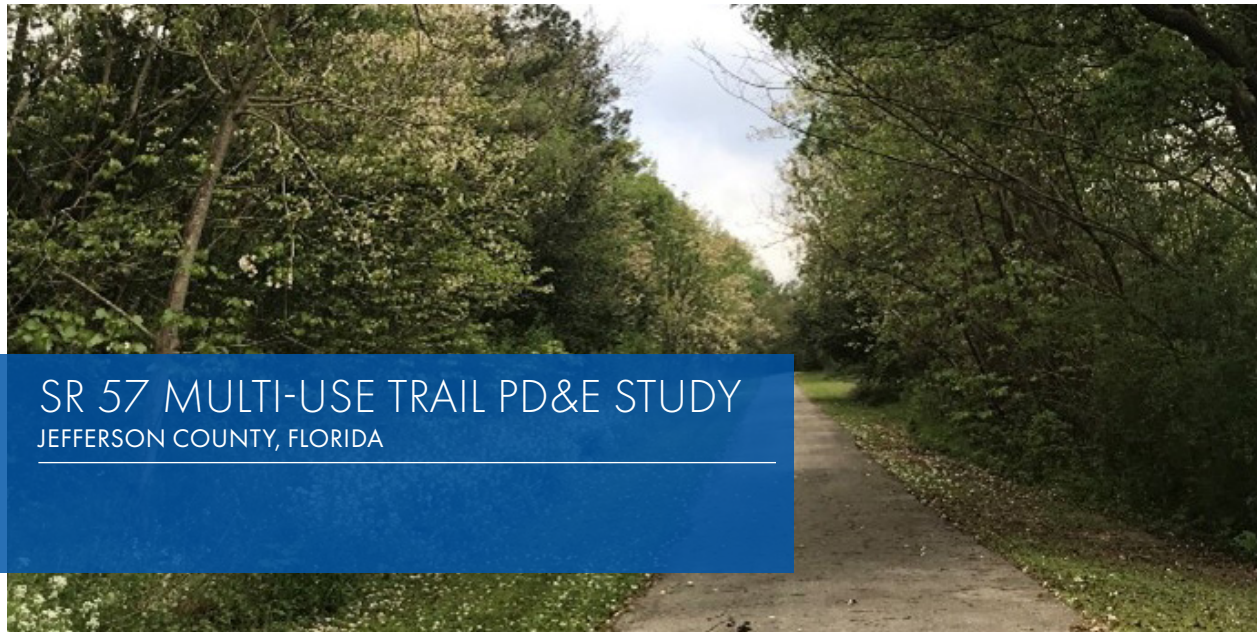
PROJECT SCOPE/DESCRIPTION

Mead & Hunt served as the design professional for an emergency design-build project to repair a failing box culvert at the Ulele Springs. The box culvert is over 80 years old and is located at a high-profile location in downtown Tampa. Ulele Springs underwent a major restoration that provided natural habitat and scenic overlook along the City's Riverwalk. The project included stabilizing a failed wall of the box culvert within a tight footprint to limit impact to the adjacent spring and businesses.

The project was further complicated by the location of a restaurant and courtyard immediately adjacent to the site, which limited accessibility and provided a very tight timeline to make repairs ahead of Super Bowl activities. Mead & Hunt worked diligently with the design-builder and the City to determine an appropriate strategy that provided a permanent solution and could be implemented within the tight time and space constraints.

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW



SR 57 MULTI-USE TRAIL PD&E STUDY

JEFFERSON COUNTY, FLORIDA

PROJECT OWNER

- FDOT

SERVICES PROVIDED

- PD&E
- Environmental services
- Multimodal
- Right-of-way
- Bicycle trail

KEY STAFF

- Michael Schwier, Matt Johnson, Jennifer Satterthwaite

PROJECT SCOPE/DESCRIPTION

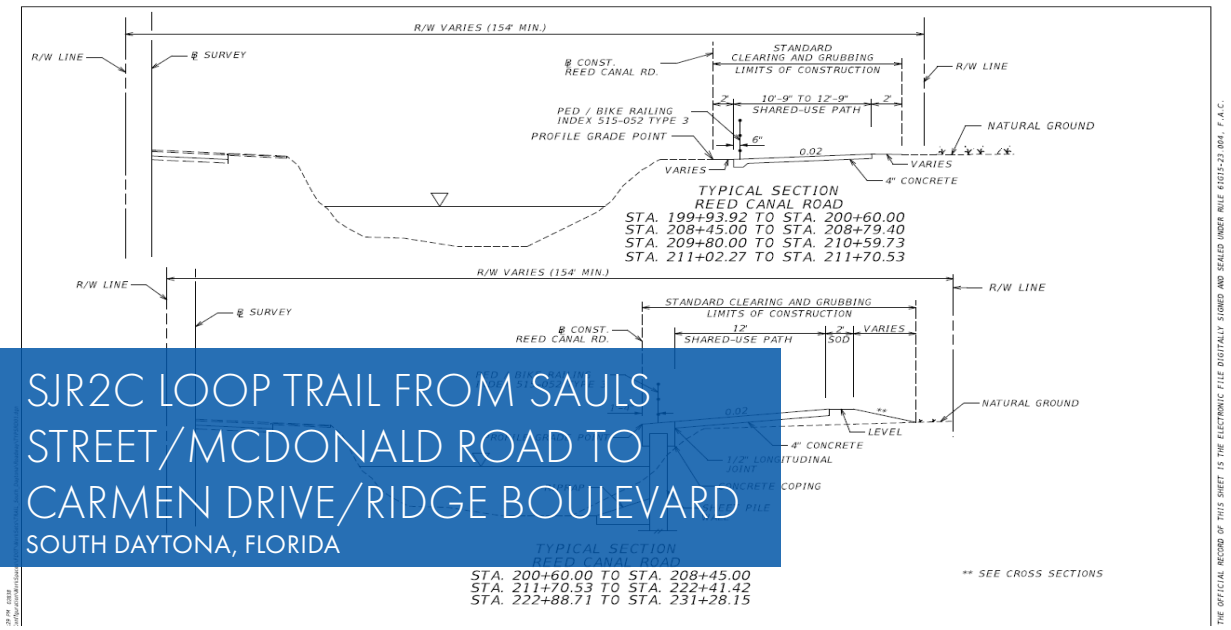
Mead & Hunt is leading this PD&E study that considers a shared-use path along SR 57 (US 19) in Jefferson County. The proposed project extends from the existing Monticello Bike Trail at Martin Road two and a half miles south to the Jefferson County Public School. The project is located along US 19 and may use portions of Nacoosa Road, Aucilla Highway, and Old Drifton Road.

The existing Monticello Bike Trail begins at the former Jefferson Elementary School at Rocky Branch Road. A sidewalk connects to the County's Recreation Park. The eight-foot paved bike trail extends along a former railroad approximately 1.6 miles south to its current terminus at Martin Road. The trail then continues south unpaved for a half mile ending at Nacoosa Road. The purpose of the US 19 Multi-Use Trail Project is to provide a safe, viable non-motorized travel option for commuters and recreational users in the SR 57 corridor and its surrounding community.

In addition to standard physically off-set trail, in areas with restricted local right-of-way, a physically separated cycle track is being considered that requires minor widening.

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW



SJR2C LOOP TRAIL FROM SAULS STREET/MCDONALD ROAD TO CARMEN DRIVE/RIDGE BOULEVARD

SOUTH DAYTONA, FLORIDA

PROJECT OWNER

- City of South Daytona Public Works Department

SERVICES PROVIDED

- Project management
- Trail design
- Signing and marking
- Maintenance of traffic
- Stormwater
- Hydraulic design
- Utility coordination
- Quality control

KEY STAFF

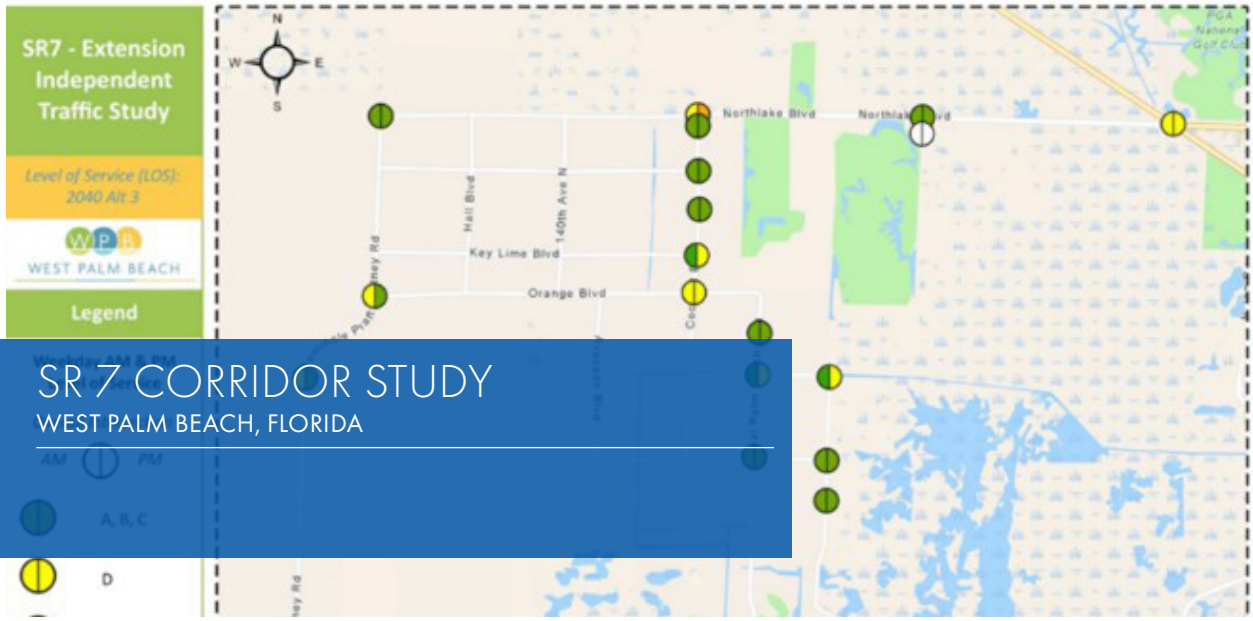
- Matt Johnson, Fadi Alsharif, David King, Michael Schwier, Keff Kurella

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

PROJECT SCOPE/DESCRIPTION

Mead & Hunt is completing a multi-use trail based on concepts developed under an FDOT PD&E study. The project alignment of this two-mile project traverses three local roads. Along Sauls Street, the existing sidewalk is being replaced and widened to provide a trail. Heading east along Reed Canal Road, the trail is south of the canal behind a sheet pile retaining wall providing aesthetic elements and observation areas. A new arch culvert will be installed to cross the canal prior to the railroad crossing at Reed Canal Road in lieu of a new mid-block crossing. Finally, the trail parallels Carmen Drive in a confined corridor. Minor roadway modifications along Carmen Drive were necessary to provide appropriate trail offsets from the roadway. The project is funded through a the Local Agency Program with FDOT District 5.



SR 7 CORRIDOR STUDY

WEST PALM BEACH, FLORIDA

PROJECT OWNER

- City of West Palm Beach

SERVICES PROVIDED

- Multimodal transportation planning
- Complete street design
- Traffic data collection
- Cost estimates
- Traffic modeling and simulation
- Feasibility analysis

KEY STAFF

- Matt Johnson

PROJECT SCOPE/DESCRIPTION

West Palm Beach is a fast growing community where new transportation infrastructure improvements are needed to keep up with travel demand. However, new location roadway options are often fraught with environmental challenges. Mead & Hunt performed a comprehensive corridor study for the SR 7 new location roadway extension from Okeechobee Boulevard to Northlake Boulevard. The study looked at alternatives to a new location roadway extension for SR 7 including intersection improvements, traffic control upgrades, and improvements to parallel roadways.

PLANNING AND FEASIBILITY STUDIES

HALL ROAD STORMWATER PUMP STATION

MERRITT ISLAND, FLORIDA

PROJECT OWNER

- Brevard County Natural Resources Department

SERVICES PROVIDED

- Final design
- Permitting
- Bidding assistance
- Construction contract administration
- Resident project representative (RPR)/Inspection

KEY STAFF

- David King, Noah Adamoski, Keff Kurella, Bill Black

PROJECT SCOPE/DESCRIPTION

This project involved the development of a stormwater pump station to reduce regular fl ooding in the North Merritt Island area of Brevard County. The station included two 125 horsepower electric hydraulic driven propeller pumps with diesel engine backup with instrumentation and controls. Provisions were made for future supervisory control and data acquisition facilities. The project also involved a 7-kilo-volt-ampere battery backup system for controls and security lighting and cameras. Site lighting and photometric analysis were also involved. The site design included a precast concrete pump building, a sheet pile weir system, precast concrete modular gravity walls, and other site improvements. The work included the stabiliza-tion of a three-mile-long reservoir berm along a osquito control basin, which was used for the stormwater storage and treatment. Construction of an additional culvert under Hall Road was required and included relocation of potable water, reclaimed water, and wastewater force mains.

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

SR 40 RESURFACING FROM EAST OF RODEO ROAD TO BAYBERRY DRIVE

ORMOND BEACH, FLORIDA

PROJECT OWNER

- FDOT

SERVICES PROVIDED

- Construction contract administration
- Construction inspection

KEY STAFF

- Mike Ruland

PROJECT SCOPE/DESCRIPTION

Mead & Hunt performed CEI services on this contract. It consisted of milling and resurfacing, base work, shoulder treatment, sidewalk, drainage improvements, curb and gutter, traffic signals, and signing and pavement markings on SR 40 from east of Rodeo Road to Bayberry Drive, approximately 6.297 miles in Volusia County.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

SR 5 (US 1) TRAFFIC SIGNAL REPLACEMENTS AND INTERSECTION IMPROVEMENTS

DELAND, FLORIDA

PROJECT OWNER

- FDOT

SERVICES PROVIDED

- Construction contract administration
- Construction inspection

KEY STAFF

- Mike Ruland

PROJECT SCOPE/DESCRIPTION

Mead & Hunt performed CEI services on this contract. It consisted of signal modifications and new mast arm installations at 6th Street, 8th Street, Walker Street, and Flomich Street with curb ramp safety improvements along with milling and resurfacing the existing asphalt within each intersection in Volusia County.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

VIRGINIA AVE AND MONROE STREET STORMWATER IMPROVEMENTS

PORT ORANGE, FLORIDA

PROJECT OWNER

- City of Port Orange

SERVICES PROVIDED

- Stormwater engineering
- Design
- Permitting assistance
- Funding assistance
- Construction phase assistance

KEY STAFF

- Noah Adamoski, Keff Kurella

PROJECT SCOPE/DESCRIPTION

The Virginia Avenue and Monroe Street project was permitted and awarded a grant from the SJRWWD cost-share program. The project is in the eastern portion of Port Orange between the railroad and US Highway No. 1 (US 1). This fully-developed neighborhood is characterized by a mix of residential properties from 0.2 acres to one acre in size that are served by infrastructure constructed in the 1950s. Due to the history of flooding, Mead & Hunt analyzed the stormwater system and the surrounding areas to provide recommendations for improvements.

During the analysis, Mead & Hunt proposed four alternative projects that were investigated for water quantity and quality benefits. Two of the projects were selected by the City due to the availability of vacant land to purchase attenuation ponds and pump station sites. The Monroe Street site will use an existing pond. The other site was a low grade lot. Both sites have been fitted with a 12,000-gallons-per-minute (gpm) pump station that discharges into a 16-inch force main constructed under US 1 to the Halifax River. The pump station will assist the City in recovering from the flooding that occurs on a regular basis. The pump stations are required to overcome the influence of the high tides that impede flows during coinciding heavy rainfall events. The pumps will also allow the City to free up storage capacity in the ponds and piping system before an anticipated storm event.

With the additional storage capacity, this project reduces annual runoff to the Halifax River. We estimated more than 130 pounds of total Nitrogen could be collected before reaching the river. Further water quality enhancements are being proposed that will use bio-absorption material in the bottom of the ponds to capture a larger percentage of runoff pollution.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

NORTH CAUSEWAY BOAT RAMP PARK IMPROVEMENTS

NEW SMYRNA, FLORIDA

PROJECT OWNER

- City of New Smyrna Beach

SERVICES PROVIDED

- Design
- Bidding assistance
- Funding assistance
- Construction phase services

PROJECT SCOPE/DESCRIPTION

The City of New Smyrna Beach obtained a Florida Inland Navigation District (F.I.N.D.) grant to fund improvements to an existing heavily used boat ramp park on North Causeway. The City selected Mead & Hunt to provide engineering, design, bidding, and construction phase services for the project.

The project consisted of seawall and sidewalk replacement, wood dock rehabilitation, sidewalk improvements, replacement of the restroom building and parking lot pavement with stormwater improvements.

Key Facts:

- Heavily used existing boat ramp and parking facility was in need of refurbishing
- City of New Smyrna Beach obtained a F.I.N.D. grant
- Project included paving of shell parking area, replacement of restroom building, and rehabilitation of seawalls and dock
- Project came in under budget and on-schedule

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

LANTERN PARK BRIDGE REPLACEMENT

SOUTH DAYTONA, FLORIDA

PROJECT OWNER

- City of South Daytona

SERVICES PROVIDED

- Project management
- Bridge design
- Roadway
- Design
- Hydrology/hydraulics
- Environmental services
- Funding assistance

KEY STAFF

- David King

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

PROJECT SCOPE/DESCRIPTION

Mead & Hunt provided design, permitting, bidding assistance, and EOR construction phase services for the Lantern Park Bridge Replacement. The project involved the total replacement of the existing functionally-obsolete concrete bridge with a new concrete pre-engineered arch culvert type bridge located at the existing bridge location. The bridge was widened to accommodate greater turning radii and a shared path crossing of Reed Canal for enhanced pedestrian safety. Traffic to and from the Lantern Park subdivision was accommodated in the maintenance of traffic design and routed to a temporary road connection between Conventry Forest and Lantern Park along Colonial Drive that was constructed as part of the Oak Lea Bridge Replacement project. The bridge walls were faced with stone veneer and included other lighting and landscaping improvements similar to the Oak Lea Bridge design. The project also included the relocation and replacement of the existing six-inch water main and four-inch force main.

Design and construction plans as well as specifications were prepared in accordance with FDOT, St. Johns River Water Management District (SJRWMD), Volusia County, FDEP, and South Daytona requirements. Work included application packages to SJRWMD and Volusia County for Environmental Resource Permit and Use Permit, respectively; along with permit applications to FDEP and Volusia County Health Department for the force main and water main work. The design was coordinated with FDOT via their LAP project procedures.

SILVER SPRINGS STATE PARK PEDESTRIAN BRIDGES

SILVER SPRINGS, FLORIDA

PROJECT OWNER

- FDOT

SERVICES PROVIDED

- Project management
- Bridge design
- Pedestrian bridge
- Trails
- Environmental services

KEY STAFF

- Fadi Alsharif, Matt Johnson, Michael Schwier, Sean Moore, Bill Black

PROJECT SCOPE/DESCRIPTION

The project consists of building two timber pedestrian bridges with connecting boardwalks and trails as part of an agreement with the FDEP. The bridges, boardwalks, and trails will provide connectivity within the park limits in conformity with the Park's Unit Management Plan Amendment of 2014. The project is off-system and will be maintained by the FDEP after construction.

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

INDIAN HARBOR ESTATES SEPTIC TO SEWER CONVERSION

OAK HILL, FLORIDA

PROJECT OWNER

- City of Oak Hill

SERVICES PROVIDED

- Planning
- Value engineering
- Funding assistance
- Design, permitting, and CEI services

KEY STAFF

- Brad Blais, Keff Kurella, Tanner Rachal, Noah Adamoski, Sheryl Parsons, Keff Kurella, Bill Black

PLANNING AND FEASIBILITY STUDIES

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

PROJECT SCOPE/DESCRIPTION

The City of Oak Hill is a rural community approximately 12 square miles in area and is located entirely within the Indian River Lagoon watershed area. Indian Harbor Estates contains 280 homes along a series of three canals. The Volusia County risk assessment program (RAP) identified this project as the highest priority pollutant septic to sewer project in the RAP and identified removal of the septic tanks in Indian Harbor Estates as a significant source of nutrient loads to the Lagoon. The City did not have a utility to fund and construct the project; therefore, an interlocal agreement with Volusia County was created to convert the 280 homes from septic-to-sewer.

The Mead & Hunt team helped facilitate the interlocal agreement and developed a facilities plan for the region that identified projected capital needs for sanitary sewer collection systems within the County's southeast utility service area. The facility plan was used to secure State Revolving Fund (SRF) Program funds to construct proposed improvements. The facility plan identified a retrofit of Indian Harbor Estates from on-site treatment and disposal to a centralized vacuum collection system as the most cost-effective and beneficial project solution.

Funding from FDEP, SJRWMD, Indian River Lagoon National Estuary Program (IRLNEP), and a legislative appropriation from the state were all obtained to assist in funding this project. Mead & Hunt worked tirelessly over the course of 3 years to assist in funding this project that serves as the cornerstone for future septic to sewer projects in the City of Oak Hill. Bids for the project were received in the amount of $7.68M for the project. Value engineering efforts were successful in reducing the actual construction cost and contact award amount to $6.34 M.

All funding sources combined resulted in $2.11 million over the project cost, resulting in no costs to the homeowners for connection.

WILEY M. NASH WATER RECLAMATION FACILITY (WRF) EXPANSION AND UPGRADES

DELAND, FLORIDA

PROJECT OWNER

- City of DeLand

SERVICES PROVIDED

- Architectural
- Structural
- Electrical
- Funding assistance

KEY STAFF

- Keff Kurella, Brad Blais, Sheryl Parsons, Bill Black, Tanner Rachal, Noah Adamoski

DESIGN, PERMITTING, CEI, AND PLAN REVIEW

GRANT SUPPORT

PROJECT SCOPE/DESCRIPTION

Mead & Hunt is providing professional engineering services including design, permitting, funding assistance, bidding assistance, and contractor pre-qualifications for the water reclamation facility expansion and improvement capabilities.

The expansion will be accomplished by addition of a new treatment process and re-rating of the existing carousel processes. A dual train, 5-stage BNR process with an initial treatment capacity of 5-MGD (future expansion capacity to 7.5-MGD) is proposed along with additional upgrades within the existing plant to achieve AWT, for a total rated capacity of 8-MGD at AADF. The proposed improvements will allow the WRF to meet AWT effluent with limits of 5-5-3-1 for BOD, TSS, TN, and TP, respectively. The proposed improvements include:

- New influent pumping station with screening and odor control
- New pretreatment structure and flow splitter structure
- Two new 2.5-MGD 5-stage BNR trains
- Two new 90-foot clarifiers
- New RAS and WAS pumping
- New chlorine contact chamber and effluent transfer pump station
- New sludge handling building and dewatering facilities
- Civil/site work and yard piping
- Architectural and structural services for all new structures
- Plant-wide electrical distribution and emergency power generation
- Plant-wide I&C system

Mead & Hunt assisted with securing a $56 million SRF loan and a $26 million grant to offset the costs of this $83 million project.

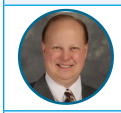
TAB C

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL

KEY STAFF

Engineers who have served Port Orange for decades anchor our team of design professionals. This team also includes some new faces who expand our capabilities and will continue the tradition of excellence which our predecessors began over 40 years ago.

• Port Orange Office Staff Member

KEY STAFF	
Name/Role	***Project Experience Highlights***
David King, PE Lead Client Manager	• Over 29 years experience planning, designing, and supervising projects throughout Volusia, Brevard, and Flagler Counties. • Extensive experience assisting clients with grant funding.
Brad Blais, PE Alternate Client Manager	• 30 years as Contract Manager for over 12 municipal clients in Volusia County. • Expert in performing and implementing rigorous QA/QC processes.
Brian Laverty, AICP Transportation/Master/Capital Planning	• 20 years of experience in multi-modal planning and design for complete streets, road diets, traffic safety improvements, land use planning, bus stop accessibility, pedestrian and bicycle networks, long-range transportation plans, multi-modal transit station planning, capital programming, and bus operations.
 **Chuck Huffine, PE, PTOE, RSP1, AICP** Traffic Studies and Design	• 37 years experience in traffic engineering and transportation planning. • Project Manager for multiple municipal Florida transportation projects.
Carol Jones, PE, PTOE Traffic Safety Analysis/Audits	• 29 years of experience as a traffic engineer. • Senior Traffic Engineer and Grant Writer for the City of Clearwater.
Michael Schwier, PE Bridges/Structures, PD&E	• 29 years of experience including bridge replacement and rehabilitation. • Extensive experience with FDOT and local municipalities.
Sean Moore, PE Roadway	• 30 years of experience including major interstate work.
Meifa Chen, PhD, PE Stormwater/Hydraulics	• Recognized expert in hydraulic modeling, master planning, and capacity analysis; proficient in ArcGIS and nearly all prevalent hydraulic modeling program.
Mark Sauer, AICP Rec & Parks	• 14 years of experience planning focused on urban design, master planning, and park planning. • Experience in preparing grant applications.
Mike Ruland, PE CEI	• 30 years of experience; 25 in Central Florida. • Expertise in FDOT policies and procedures.
Allysha Lorber, PLA, AICP Grant Support	• Over 25 years experience as an urban designer/planner including serving as Baltimore City's Capital Planning Chief where she oversaw the transportation planning, grant management, and numerous special projects.
Jennifer Satterthwaite, ENV SP Environmental/NEPA	• 20 years of experience in environmental industry. • Strong relationships with various agencies including USACE and US FHWA.
Lisa Mark Public Involvement	• Senior Vice President of Quest. • Provided public involvement support for over 100 projects in Central Florida.
Keff Kurella, PE Electrical	• 25 years of experience spanning hundreds of electrical design projects. • Previous experience working with Port Orange on several types of projects.
Tang Fang, AIA, LEED AP, NCARB Architectural	• Over 20 years of experience. • Leader in affordable, sustainable options to meet client's vision.

Skills
- Quality control
- Project management
- Water and wastewater conveyance systems
- General civil and stormwater design
- New and retrofit stormwater management systems
- Subsurface utility engineering
- Wellfield development and raw water pipelines
- Program management for capital improvement programs

Education
- BS, Civil Engineering, University of Central Florida

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 31/6

DAVID KING,PE
CONTRACT MANAGER

David has over 29 years of experience in water and wastewater conveyance systems including pump stations, storage, transmission, distribution, and collection. David also specializes in general civil and stormwater design including retrofit stormwater, streetscape, and other similar types of projects. He also oversees the SUE department at Mead & Hunt and provides program management services for many of our clients' capital improvements programs. He has helped clients acquire grant funding from SJRWMD, FDEP, EPA, and FEMA for such projects.

PROJECT EXPERIENCE
- Cassia Basin Stormwater Improvement Program, City of Satellite Beach, Florida - Project Manager/EOR
- Florida Avenue Streetscape, City of Cocoa, Florida - Project Manager/EOR
- Downtown Community Redevelopment Area (CRA) Utility Undergrounding, Streetscape and Stormwater Improvements, City of Flagler Beach, Florida
- Summer Trees (Homier) Road, City of Port Orange, Florida - Project Manager/EOR

Skills
- Client management
- Water treatment
- Advanced wastewater treatment process design
- Reclaimed water system planning and implementation
- Utility planning
- Construction management and administration
- Grant and loan acquisition

Education
- BS, Civil Engineering, North Carolina State University

Registrations/Certifications
- Licensed Professional Engineer – Florida, South Carolina

Total Years of Experience/ Years with Mead & Hunt
- 35/6

BRAD BLAIS,PE
DEPUTY CONTRACT MANAGER, UTILITIES

Brad specializes in water treatment, advanced wastewater treatment process design, and reclaimed water system planning and implementation. In addition to serving as the EOR for design of various water and utility related projects, he also manages construction and provides contract administration services for those projects. He has served as contract manager for 12 continuing service contracts in Volusia and Brevard Counties. Brad specializes in grant and loan acquisition and has helped clients secure over $30 million in grants and $200 million in low interest loans since 2008. He has planned, designed, and supervised construction on a wide variety of raw water supply, water treatment, wastewater collection, transmission, advanced wastewater treatment, and an array of effluent disposal projects throughout central Florida over the course of his 35 year consulting career.

PROJECT EXPERIENCE
- Brevard County South Central Regional Wastewater Treatment Facility Expansion, Brevard County, Florida - Design Project Manager
- Water Reclamation Facility Integrated Fixed-Film Activated Sludge Process Conversion and Lower Floridan Aquifer Storage and Recovery Well, City of Cocoa Beach, Florida - Project Manager and EOR
- Ormond Beach Water Treatment Plant (WTP) Lime Softening and Filtration Upgrades , City of Ormond Beach, Florida - Project Manager and EOR
- Wiley M. Nash WRF Reclaimed Storage, St. Johns Surface Water Intake and Filtration/Treatment System, City of DeLand, Florida - Project Manager and EOR

Skills
- Comprehensive transportation Plans
- Transit operations
- Parking and curbside management
- Transit station access
- Pedestrian and bike facilities

Education
- MS, Urban and Regional Planning, Virginia Tech
- BA, History, Virginia Tech

Registrations/Certifications
- American Institute of Certified Planners (AICP)

Total Years of Experience/ Years with Mead & Hunt
- 20/8

BRIAN LAVERTY, AICP
TRANSPORTATION/MASTER/CAPITAL PLANNING

Brian brings 20 years of experience in multi-modal planning. Brian has worked with several municipalities, counties, Metropolitan Planning Organizations (MPO), and state DOTs and uses his collaborative style to develop innovative transportation plans that balance land use, transportation, and economic development in urban environments. Brian's project experience includes planning and design for complete streets, road diets, traffic safety improvements, land use planning, bus stop accessibility, pedestrian and bicycle networks, long-range transportation plans, multi-modal transit station planning, capital programming, and bus operations. He provides integration of transit services with highway, walking, and biking networks across multiple transportation agencies and local, state, and federal levels of government, from the neighborhood scale to the regional scale

PROJECT EXPERIENCE
- Transportation Planning, Upper Valley Transit Enhancement Study, Pitkin County, Aspen, Colorado - Senior Planner
- Transit Engineering (Rail), Silver Line Phase II Station Signing Upgrades, Washington Metropolitan Area Transit Authority, District of Columbia, Maryland, and Virginia - Senior Planner
- Parking and Mobility Plan, Town of Berlin, Maryland - Project Manager

Skills
- Traffic operations and safety analysis
- Traffic engineering design
- Multimodal planning
- Public outreach

Education
- MBA, Marketing, University of Rochester
- BS, Civil Engineering/ Environmental Engineering, Cornell University

Registrations/Certifications
- Licensed Professional Engineer – Florida
- Certified Planner, Various
- Certified Professional Traffic Operations Engineer, Various
- Certified Road Safety Professional Level 1

Total Years of Experience/ Years with Mead & Hunt
- 37/<1

CHUCK HUFFINE, PE, PTOE, RSP1, AICP
TRAFFIC STUDIES AND DESIGN

Chuck has 37 years of experience performing all aspects of traffic engineering and transportation planning, including traffic operations studies, traffic calming, intersection improvement studies, development review, traffic safety studies, and signal timing/coordination. He has conducted and managed data collection, traffic forecasts and analysis, safety analysis, cost estimates, signal design and coordination, obtaining funding, environmental impact assessment, and public involvement initiatives. Chuck is currently Chair of the ITE Traffic Engineering Council where he led the development of a new speed reduction traffic calming policy publication.

PROJECT EXPERIENCE
- Traffic Engineering Support, City of Clearwater, Florida – Project Manager/Senior Traffic Engineer
- Traffic Signal System Re-Timing, Manatee County, Florida – Senior Transportation Systems Management and Operations Engineer
- Transportation Planning On-Call, Hillsborough County, Florida – Senior Engineer
- Area Transportation Study, City of Greenwood Village, Colorado – Project Manager/Lead Traffic Engineer

Contact Information
- 878 South Lake Drive
  Lexington, SC 29072
- 803-520-2965
- carol.jones@meadhunt.com

Skills
- Signal design and operations
- Railroad/signal preemption design
- Training/training manuals

Education
- BS, Civil Engineering, McNeese State University

Registrations/Certifications
- Licensed Professional Engineer – Florida, South Carolina, Georgia
- Certified Professional Traffic Operations Engineer
- Work Zone and Traffic Signal Certification IMSA Level 1
- Traffic Signal Certification – IMSA Level 2

Total Years of Experience/ Years with Mead & Hunt
- 34/3

CAROL JONES, PE, PTOE
TRAFFIC SAFETY ANALYSIS/AUDITS

Carol has over 34 years of experience working in both private and public sectors. She worked as a traffic engineer for 29 years in public service and as a civil engineer consultant for six years. Carol worked as a civil engineer-in-training at two consultant firms, performing general civil engineering services such as site design, access management, traffic impact studies, signal design, and safety studies. Carol was the City Traffic Engineer for two local governments, managing all aspects of signing, marking, and traffic signals. She was active with the community leaders to address traffic safety concerns. She also reviewed all access permits and impact studies for developments.

PROJECT EXPERIENCE
- On-Call Traffic Engineering, City of Clearwater, Florida – Senior Traffic Engineer/Grant Writer
- Signal Design/Operations/ Communication, South Carolina DOT – Senior Traffic Engineer
- N. Main Street Corridor Revitalization, Sumter, South Carolina – Senior Traffic Engineer
- E. Yellowstone Intersection Improvements, Casper, Wyoming – Senior Traffic Engineer
- Garlington Road Corridor Study, Greenville County, South Carolina – Senior Traffic Engineer

Skills
- Project management
- Bridge design
- Segmental concrete bridges
- Transportation design
- Multi-use trails

Education
- MS, Civil Engineering, University of Illinois
- BS, Civil Engineering, The Citadel

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 25/5

MICHAEL SCHWIER, PE
BRIDGES/STRUCTURES, PD&E

Michael brings 29 years of project management and structural engineering experience from a wide array of transportation projects. His successful track record includes numerous bridge replacement and rehabilitation projects in Florida and throughout the Southeast. Leading Mead & Hunt's Tallahassee office, Michael oversees a team of transportation engineers who are well-versed in FDOT requirements. Michael has substantial experience navigating the local public involvement process, coordinating with various agencies, and gaining permits and public buy-in to move projects forward.

PROJECT EXPERIENCE
- PD&E Study, SR 57 (US 19) Multi-Use Trail, FDOT, District 3, Jefferson County, Florida – Project Manager
- SR 390 Widening, FDOT, District 3, Bay County, Florida – Project Manager/Principal in Charge
- BluePrint 2000 General Engineering Consultant, City of Tallahassee, Florida – Principal in Charge
- Bridge Replacements, Group 20-02 Bridges, FDOT, Holmes County, Florida – Project Manager/ Roadway EOR
- Silver Springs State Park Boardwalks, FDOT, District 5, Marion County, Florida – Project Manager
- US 19 PD&E Study, FDOT, District 3, Jefferson County, Florida – Project Manager
- SR 61 @ US 98 Realignment, FDOT, District 3, Wakulla County, Florida – Project Manager

Skills
- Design project management
- Roadway design
- Drainage design
- Permitting

Education
- BS, Civil Engineering, Worcester Polytechnic Institute

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 30/<1

SEAN MOORE, PE
ROADWAY

Sean has a strong history of delivering traditional and alternative delivery projects ahead of schedule and under budget. Sean has had project management and area design manager responsibilities on alternative delivery projects with construction totals nearing $3.5 billion. His highway design involvement has ranged from general service engineering contracts to major interstate reconstruction projects. Sean's experience includes major interstate work on the SR80 Interchange at I-75, I-95 Widening in Brevard County, and the I-295 Collector Distributor Roads in Jacksonville, Florida. He also managed the development of the new Airside C Terminal at Tampa International Airport and ramp design work at Lambert-St. Louis International Airport. Sean has led task work orders for Hillsborough County Public Works and FDOT. He is able to lead teams, facilitate team communication, and develop project solutions that reduce project cost and add value for our clients.

PROJECT EXPERIENCE

- District Maintenance Continuing Services Area Wide Support, FDOT, District 7, Hillsborough, Pinellas, and Pasco Counties, Florida - Project Manager
- Central Polk Parkway Segment 5 and 6, FDOT, District 1, Polk County, Florida - Project Manager
- Kelly Road at Memorial Highway, Hillsborough County, Tampa, Florida - Project Manager
- I-4 Ultimate Public-Private Partnership, FDOT, District 5, Orlando, Florida – Design Manager

Skills
- Plan review
- Permitting
- Cost estimates
- Utility planning
- Construction management and administration

Education
- BS, Mechanical Engineering, University of Florida

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 4/4

TANNER RACHAL, PE
PLAN REVIEW

Tanner's engineering experience includes a wide variety of water, wastewater and stormwater projects. Many of which involve pump station design, master planning, hydraulic modeling, and permitting. He is also familiar with providing contract administration and technical services during construction.

As a deputy project manager for Mead & Hunt, Tanner assists with all phases of planning, design, permitting, and implementation of water resource projects. He assists with basis of design reports, design drawings, design specifications, construction cost estimation, permitting, bidding services, and technical services during construction.

PROJECT EXPERIENCE

- Ormond Beach Western Service Master Plan Update, City of Ormond, Beach, Florida - Project Engineer
- Northwest Reclaimed Water Ground Storage Tank (GST) and Pump Station, Addition City of DeLand, Florida - Project Engineer
- Indian Harbor Estates Septic to Sewer Conversion, Volusia County, Oak Hill, Florida - Project Engineer
- South Regional Wastewater Treatment Facility (WWTF) Expansion, Brevard County, Florida - Project Engineer
- WRF Expansion and Upgrades, City of Cocoa Beach, Florida - Project Engineer

Skills
- Design project management
- Roadway design
- Cost estimating
- Plans production

Education
- BS, Civil Engineering, University of Florida

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 20/5

MATTHEW JOHNSON, PE
MULTI-MODAL/BIKE/PEDESTRIAN

Matthew has 20 years of experience managing, designing and providing construction administration for transportation projects throughout Florida. He has also been involved in many projects in a variety of capacities, including project management, plan preparation, specification package preparation, and construction cost estimates. Matthew is very familiar with FDOT standards, specifications, and procedures. He is well versed in MicroStation, GEOPAK, FDOT workspace, and Digital Delivery.

PROJECT EXPERIENCE
- St. John's River 2C Loop Trail Design, City of South Daytona, Florida - Project Manager
- Roadway Widening, SR 10 – Nine Mile Road from CR 99 to SR 8, Roads, Inc. of Northwest Florida, Escambia County, Florida - Project Manager/EOR
- Grassy Key Multi-Use Trail Design Services, Florida Department of Environmental Protection, Marathon, Florida - QC Manager
- SR 363 (Woodville Highway) Multi-lane Reconstruction, FDOT, District 3, Leon County, Florida - Project Manager/Design Engineer
- Pedestrian Bridge Design, SR 390, FDOT, District 3, Lynn Haven, Florida - Roadway Engineer
- Bridge Replacement Design-Build Pursuit, Pensacola Bay Bridge, FDOT, Pensacola, Florida - Lead Roadway Engineer
- Centerville Road Sidewalk Addition, City of Tallahassee, Florida - Lead Design Engineer

Skills
- Project management
- Surface water and stormwater management
- Hydraulics
- Hydraulic modeling
- Regulatory permitting
- Construction engineering service
- ArcGIS

Education
- PhD, Applied Fluid Mechanics, Clemson University
- MS, Hydraulics and River Dynamics, China Institute of Water Resources and Hydropower Research
- BS, Water Resources, Wuhan University

Registrations/Certifications
- Licensed Professional Engineer – Florida

Total Years of Experience/ Years with Mead & Hunt
- 28/<1

MEIFA CHEN, PHD, PE
STORMWATER/HYDRAULICS

Meifa's surface water and stormwater experience include stormwater master plans, flood studies, drainage design, BMP sizing, constructed wetland modeling and design, and surface water availability evaluation for alternative water supply. He is well versed in hydrological and hydraulic modeling using various modeling tools, including ICPR, EPA SWMM, PCSWMM, XPSWMM, InfoSWMM, InfoWorks ICM, HEC-RAS, and HEC-HMS. Meifa is also a highly trained hydraulic expert. He has performed hydraulic calculations of open channels, closed conduits, pump stations, water and wastewater treatment plants, intake structures, energy dissipators, and wetlands.

PROJECT EXPERIENCE
- Reclaimed Water Lake Improvements, City of Port Orange, Florida - Project Manager
- Southeast Project Raw Water Main, Polk Regional Water Cooperative, Polk County, Florida - Technical Lead
- Capital Circle Southwest Corridor Roadway Expansion, Blueprint Intergovernmental Agency, Tallahassee, Florida - Modeling Engineer
- Telcom Drive Pump Station and Force Main, Hernando County Utilities Department, Brooksville, Florida - Project Manager
- Stormwater Master Plan Update, City of Jacksonville, Florida - Project Engineer

Skills
- Bridge design and analysis
- Bridge load rating
- Bridge inspection
- Bridge plan preparation
- Structural analysis

Education
- MS, Civil Engineering (Structural), University of Illinois – Chicago
- BS, Civil Engineering (Structural), University of Jordan

Registrations/Certifications
- Licensed Professional Engineer – Florida, Maryland
- NHI Certified Bridge Inspection Team Leader

Total Years of Experience/ Years with Mead & Hunt
- 14/5

FADI ALSHARIF, PE
STRUCTURES

Fadi is a structural engineer with 14 years of experience providing construction, engineering, and inspection services for transportation projects. He has performed structural design and inspection services for a variety of bridge rehabilitation and replacement projects, ranging from small box culverts and retaining structures to multi-span interstate and movable bridges throughout the Southeast. Fadi's experience includes providing preliminary and detailed bridge and roadway structure design, bridge plan preparation, quantity and cost estimating, load rating, bridge inspections, checking plans and entering project quantities, as well as preparing bridge field documentation, inspection, and condition reports. Fadi has worked on multiple projects for FDEP, providing him with an understanding of FDOT processes and procedures as well as the LAP process.

PROJECT EXPERIENCE
- Silver Springs State Park Pedestrian Bridges, FDOT, Ocala, Florida - EOR/Structural Engineer
- Woodham Rd over Holmes Creek and Horse Barn Road over Blue Creek, FDOT, Holmes County, Florida - Structural Engineer
- Hillsborough River State Park Stationary Bridge Replacement, FDEP, Thonotosassa, Florida - Structural Engineer

Skills
- Planning and design processes
- Parks and recreation design and planning
- Comprehensive Smart Growth planning
- Land and site planning
- Urban design
- Land division and zoning change procedures
- Construction documentation
- Transportation corridor studies
- Grant applications

Education
- Master of Urban Planning, University of Wisconsin – Milwaukee
- BA, Urban Planning, University of Cincinnati

Registrations/Certifications
- American Institute of Certified Planners (AICP)

Total Years of Experience/ Years with Mead & Hunt
- 14/11

MARK SAUER, AICP
REC & PARKS

Mark is an urban planner with 14 years of diverse professional experience focused on urban design, master planning, and park planning. He works with project managers in various disciplines which has given him first-hand experience in comprehensive, sub-area and land/ site planning, architectural package submittals, construction documentation, land division and zoning change procedures, public involvement, urban design, and hand and computer-generated presentation visualizations.

PROJECT EXPERIENCE
- Truckee River Regional Park Master Plan, Town of Truckee, California - Project Manager
- Two-Dollar and Zelten Family Parks, Town of Ledgeview, Wisconsin - Planner
- McFarland Disc Golf Course, Concept to Construction, Village of McFarland, Wisconsin - Planner
- Platt Park Design Concepts, City of Sterling, Illinois - Planner
- Riverfront Park Master Plan & Cost Estimates, City of Sterling, Illinois - Planner
- Sandy Beach Park and Mobile Home Park Redevelopment Plan, City of Lake Mills, Wisconsin - Planner
- Park Impact Fee Study, City of Lake Mills, Wisconsin - Planner
- Pocket Park Planning, City of Norway, Michigan - Planner

Skills
- Construction project management
- FDOT policies and procedures
- Construction inspection
- Roadway construction and maintenance
- Bridge construction and maintenance
- Traffic management
- Construction scheduling

Education
- BS, Civil Engineering, Clarkson University

Registrations/Certifications
- Licensed Professional Engineer – Florida
- FDOT Advanced Maintenance of Traffic
- FDEP Stormwater Erosion and Sediment Control Inspector
- CTQP QC Manager
- FDOT Critical Structures Construction Issues Self Study

Total Years of Experience/ Years with Mead & Hunt
- 30/3

MIKE RULAND, PE
CONTRACT MANAGER, CEI

As a construction engineer with 30 years of field experience, Mike is a trusted manager, practitioner, and quality reviewer of major CEI projects across the state of Florida. He began his career at the District 5 office at the state of FDOT, beginning as a construction inspector and growing through the ranks to assistant district construction engineer. Since joining the consulting sector, Michael continues his focus on major CEI projects in Florida and assists CEI work groups throughout the Department, offering his expertise in the consultant oversight of construction activities.

PROJECT EXPERIENCE
- CEI Group 246, FDOT District 5, Volusia and Flagler Counties, Florida - Senior Project Engineer
- CEI Group 210, FDOT District 5, Volusia and Flagler Counties, Florida - Senior Project Engineer
- SR 421 Landscaping, City of Port Orange, Florida - Senior Project Engineer
- CEI Group 167, FDOT District 5, Volusia and Flagler Counties, Florida - Senior Project Engineer
- Resident Engineer, FDOT District 5, Daytona Beach, Florida - Resident Engineer
- System-Wide Project Oversight, Central Florida Expressway Authority, Orange County, Florida - Senior Project Engineer
- Beville Road Landscaping, City of Daytona Beach, Florida - Senior Project Engineer

Skills
- Stormwater
- Utility planning
- Residential and commercial inspection
- Planning and coordinating field operations

Education
- Norwich Free Academy, Connecticut

Registrations/Certifications
- Licensed Professional Engineer – Florida, Maryland
- NHI Certified Bridge Inspection Team Leader

Total Years of Experience/ Years with Mead & Hunt
- 31/18

NOAH ADAMOSKI
CEI

Noah is an experienced construction manager who has worked throughout Brevard, Volusia, Lake County and Flagler Counties. He is the construction service manager in Port Orange and manages a staff of eight project representatives and provides oversight for all offices on-going CEI projects. His responsibilities include planning and coordinating field operations; procurement structures, pipe and supplies so materials are readily available for planned work events; performing daily verification and reporting on quantities of work installed; and anticipating potential conflicts with as-built drawings of existing utilities, storm pipe, and design plans to minimize delays to work schedule. He is a problem solver and adept and resolving field conflicts and minimizing change order requests.

PROJECT EXPERIENCE
- Ridgewood Water Main Improvements, City of Port Orange, Florida - Inspector
- Cambridge Canal Basin Drainage Improvements, City of Port Orange, Florida - Senior Inspector
- Airport Road/Williamson Boulevard Widening Utility Relocation, City of Port Orange, Florida - Senior Inspector
- Spruce Creek Road Drainage Improvements, City of Port Orange, Florida - Inspector
- Taylor Road Drainage Improvements, City of Port Orange, Florida - Inspector

Skills
- Grant writing and management
- Public engagement
- Transportation planning
- Community / comprehensive planning
- Land use planning
- Environmental planning
- Urban design
- NEPA documentation and agency coordination
- GIS and geodesign

Education
- BLA, Landscape Architecture, Penn State
- MPS, Geodesign, Penn State

Registrations/Certifications
- Licensed Professional Landscape Architect – Maryland
- American Institute of Certified Planners

Total Years of Experience/ Years with Mead & Hunt
- 25/<1

ALLYSHA LORBER, PLA, AICP
GRANT SUPPORT

Allysha is an Urban Designer/Planner with over 25 years of experience specializing in planning and design of livable communities through multi-modal connectivity, community enhancements, green infrastructure, and sustainable transportation. She is a seasoned project manager with experience in green infrastructure design, streetscape design, community master plans, zoning ordinances, feasibility studies, NEPA documentation, environmental compliance, and grant management. Prior to joining Mead & Hunt, Allysha worked as Baltimore City's Capital Planning Chief where she oversaw the transportation planning, grant management, and numerous special projects related to highway safety, transit equity, bicycle, micromobility, safe routes to school, and environmental programs.

PROJECT EXPERIENCE
- Downtown Cambridge Bikeways Preliminary Design, City of Cambridge Department of Public Works, Maryland - Project Manager/Grant Application
- West Baltimore United, Baltimore City DOT, Baltimore, Maryland - Grant Application
- Baltimore City Capital Improvement Program, Baltimore, Maryland - Capital Planning Chief
- Greater Hill District Mobility Plan, Department of Mobility and Infrastructure, Pittsburgh, Pennsylvania - Grant Application

Skills
- Funding
- Grant and loans acquisition

Education
- MBA, Management, Georgia State University
- BBA, Management, Georgia State University
- AA, Language Arts, Clayton State University

Total Years of Experience/ Years with Mead & Hunt
- 29/1

SHERYL PARSONS
GRANT SUPPORT

Having spent 29 years with the United States EPA as a senior SRF program manager, Sheryl brings extensive funding knowledge and experience creating critical infrastructure finance plans for water and wastewater treatment facilities. Sheryl has co-led national teams in the development of funding guidance documents and the review of SRF programs. She has a history of providing financing alternatives and innovative solutions for complex infrastructure projects and has proved an invaluable resource in identifying projects for funding.

PROJECT EXPERIENCE
- Indian Harbor Estates Septic to Sewer Conversion, Volusia County, Oak Hill, Florida - Funding Lead
- Capital Improvement Plan (CIP) Funding Analysis, Pinellas County, Clearwater, Florida - Funding Lead
- US EPA, Atlanta, Georgia - Senior State Revolving Fund Program Manager
- Wastewater Master Plan – State Revolving Fund (SRF) Funding, City of Mobile, Alabama - Funding Lead
- Water System – State Revolving Fund (SRF) Funding, Letcher County, Kentucky - Funding Lead

Skills
- State and Federal regulations
- Environmental expertise
- Regulatory compliance
- Cultural resources

Education
- MFA, Historic Preservation, Savannah College of Art and Design
- BA, Art History, University of South Carolina – Columbia

Registrations/Certifications
- Certified Master Rain Gardener
- Envision Sustainability Professional (ENV SP)

Total Years of Experience/ Years with Mead & Hunt
- 23/5

JENNIFER SATTERTHWAITE, ENV SP
ENVIRONMENTAL/NEPA

Jennifer has over 20 years of experience in the environmental industry. Beginning in open land conservation and cultural resource planning, for the past five years she has worked in both air and water quality at the state and local level. She has experience in Clean Water Act permitting, National Environmental Policy Act (NEPA) documentation, project management, client management and regulatory agency coordination. She maintains strong relationships with the South Carolina Department of Transportation's Environmental Services Office, as well as other State and Federal agencies, including the US Army Corps of Engineers, the US Federal Highway Administration, the SC Department of Health and Environmental Control, and the State Historic Preservation Office. She serves as a Board Member for the Midlands Branch of the South Carolina Chapter of the American Public Works Association.

PROJECT EXPERIENCE
- SR 57 (US 19) Multiuse Trail Project, FDOT, Jefferson County, Florida - Environmental Project Manager
- US 321 Bridge over Crane Creek Emergency Bridge Replacement, SCDOT, Richland County, South Carolina - NEPA Manager
- S-125 over the Saluda River Bridge Replacement, SCDOT, Marietta, South Carolina - Environmental Document Lead
- US 1 over CSX Railroad Bridge Replacement, SCDOT, Kershaw County, South Carolina - Environmental Document Lead

Skills
- Public involvement
- Communication plan development

Education
- MBA, American Graduate School of International Management
- BA, Comparative Literature, Stetson University

Total Years of Experience/ Years with Mead & Hunt
- 25/9

LISA MARK
PUBLIC INVOLVEMENT

Lisa is an accomplished, marketing communications professional experienced in successfully engaging communities on major infrastructure projects. She has supported more than one hundred transportation projects in Central Florida. A seasoned project manager, Lisa enjoys managing strategic communications plans to grow community awareness and support for transportation improvements.

PROJECT EXPERIENCE
- FDOT District 5, General Engineering Consultant, Wekiva Parkway, Seminole/Lake Counties, Florida - Community outreach coordinator for $255 million Wekiva Parkway Section 8
- Orange County Utilities, Wekiwa Septic to Sewer Phase 1, Orange County - Public information officer for $8 million, high-profile project
- City of Orlando, Narcoossee Road Widening Project, Orange County, Florida - Public information officer for $32 million improvement project on one of Orlando's busiest thoroughfares
- Osceola County, Simpson Road Widening and Improvement Project Phase 1: Osceola County, Public information specialist for $20.9 million project to add lanes and build a bridge
- FDOT District 5, Project Manager, Districtwide Public Information Services, Central Florida - Program manager for the $1.5 million districtwide public information services contract

Skills
- Electrical, instrumentation, and controls systems (SCADA, PLC)
- Power distribution
- Generation
- Lighting
- Fire alarm
- Lightning protection
- Grounding
- Voice/data communications

Education
- BS, Chemical Engineering, University of Florida – Gainesville

Registrations/Certifications
- Licensed Professional Engineer – Florida (electrical), Alaska, Alabama, Georgia, Louisiana, Mississippi, Ohio, Oklahoma, Tennessee, Texas, Virginia, West Virginia, Washington, Wisconsin
- Construction Documents Technologist – Florida

Total Years of Experience/ Years with Mead & Hunt
- 27/5

KEFF KURELLA, PE
ELECTRICAL

Keff is a registered professional electrical engineer experienced in designing, specifying, and constructing electrical, instrumentation, and controls systems. His project experience includes municipal, military, industrial, food and beverage, retail, and commercial clients. His responsibilities include project management, front-end engineering, detailed design, cost estimation, preparation of construction documents, and construction administration. His design experience includes power distribution (low and medium voltage), power generation, lighting, control systems (supervisory control and data acquisition (SCADA), programmable logic controllers (PLC), hazardous area classification, fire alarm, lightning protection, grounding, communications, and instrumentation. Other capabilities include power system analyses such as short circuits, coordination, and arc flash hazards.

PROJECT EXPERIENCE
- Corrosion Control Facility Wash-Rack, United States Army Corps of Engineers (USACE) Louisville District, Homestead ARB, Florida - EOR
- Hall Road Stormwater Pump Station, Brevard County of Natural Resources, Merrit Island, Florida - Electrical EOR
- Indian Harbor Estates Septic to Sewer Conversion, Volusia County, Oak Hill, Florida - Electrical EOR
- I-95 Intelligent Transportation System Design, FDOT, Jacksonville, Florida - Design Engineer
- Shadow Crossings Pump Station Rehabilitation and Improvements, City of Ormond Beach, Florida - EOR

Skills
- Architecture
- Scope development
- Contracts
- Budgeting
- Mentoring
- Green building

Education
- B. Arch, Cornell University

Registrations/Certifications
- Registered Architect – Florida
- National Council of Architectural Registration Boards Certified
- United States Green Building Council LEED Accredited Professional

Total Years of Experience/ Years with Mead & Hunt
- 22/1

TANG FANG, AIA, LEED AP, NCARB
ARCHITECTURAL

With more than 20 years of experience in the architecture industry, Tang Fang has been involved in various projects taking on increasing responsibilities, from associate designing a small pumphouse to a project architect managing the completion of an automotive dealership complex. As a senior project architect and project manager, she leads the architectural design for a variety of infrastructure projects throughout Florida and nationwide. As a leader in green building, she works with clients to help them realize their visions in an affordable and sustainable way. As an experienced project manager, she brings expertise in developing scopes, fees, contracts, scheduling, budgeting, and mentorship.

PROJECT EXPERIENCE
- Commercial Retail Renovation, Sheridan Plaza, Regency Centers, Fort Lauderdale, Florida - Senior Project Architect
- Commercial Retail Renovation, Sheridan Plaza Regency Centers, Tampa, Florida - Senior Project Architect
- Commercial Retail Renovation, Regency Square, Regency Centers, Brandon, Florida - Senior Project Architect
- Commercial Restaurant, Teak, Chuck Prather, St. Petersburg, Florida - Building Information Modeling (BIM) Manager

PROFESSIONAL LICENSES AND CERTIFICATIONS

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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KING, DAVID ALAN

1924 SPRUCE CREEK CIRCLE NORTH
PORT ORANGE FL 32128

LICENSE NUMBER: PE50609

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BLAIS, BRADLEY TODD

4401 EASTPORT PKWY
PORT ORANGE FL 32127

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RULAND, MICHAEL BRENT

6850 FORKMEAD LANE
PORT ORANGE FL 32128

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This certificate hereby qualifies

Brian James Laverty, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 023921

Paul Farmer, FAICP
Executive Director and CEO

Graham Billingsley, AICP
President

APA
The American Planning Association's Professional Institute
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HUFFINE, CHARLES W.

17727 POLO TRAIL
LAKEWOOD RANCH FL 34211

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JONES, VIRGINIA CAROL

1004 MAJESTIC CIRCLE
COLUMBIA SC 29223

LICENSE NUMBER: PE90172

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Transportation Professional Certification Board, Inc.

certifies that

Virginia Carol Jones

has met all of the requirements established by the Certification Board
to use the title of

Professional Traffic Operations Engineer

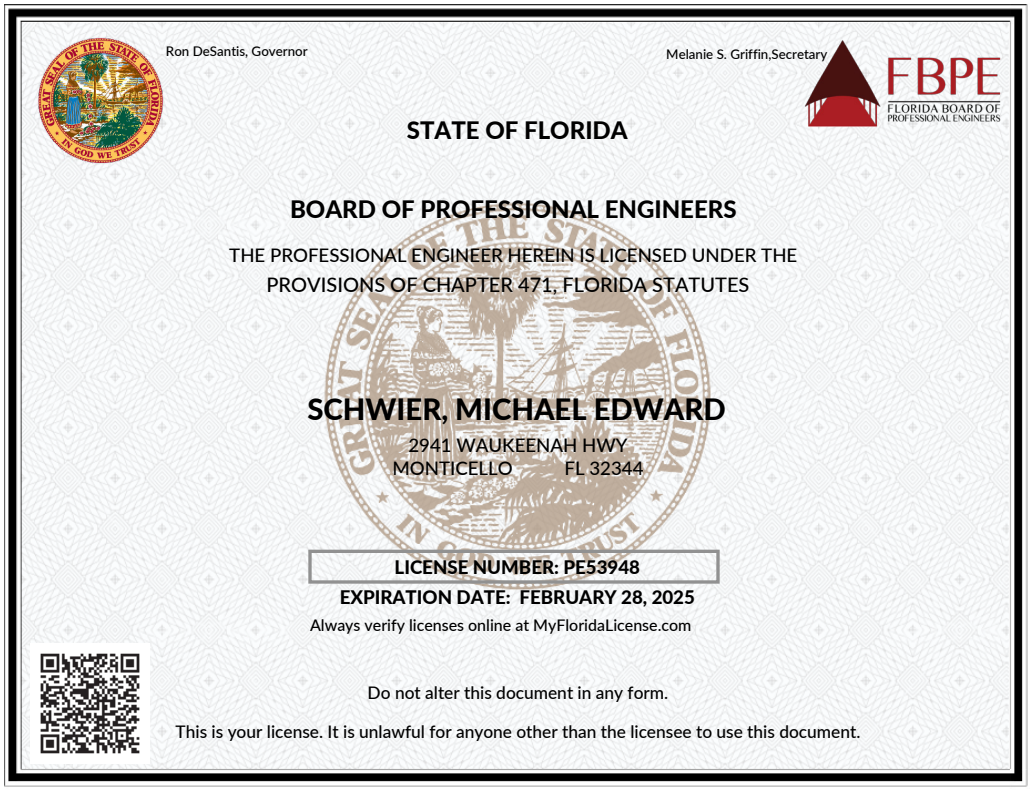
unless withdrawn by the Certification Board and subject to the provisions for renewa
Certificate number 5019 issued in Washington, DC, USA

4/5/2021

Deborah Snyder
Chair

PTOE PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

Jeffrey F. Paniati
Executive Director



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SCHWIER, MICHAEL EDWARD

2941 WAUKEENAH HWY
MONTICELLO FL 32344

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MOORE, SEAN P.

6103 IBISPARK DRIVE
LITHIA FL 33547

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JOHNSON, MATTHEW M.

1424 E. PIEDMONT, SUITE 100
TALLAHASSEE FL 32308

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CHEN, MEIFA

14364 VIBURNUM LANE
ORLANDO FL 32828

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ALSHARIF, FADI

2309 SPOONWOOD DR
TALLAHASSEE FL 32303

LICENSE NUMBER: PE84483
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AICP

This certificate hereby qualifies

Mark S. Sauer, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 27672

James M. Drinan, JD
Executive Director

Valerie J. Hubbard, FAICP
President

APA The American Planning Association's Professional Institute
AICP American Institute of Certified Planners
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Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
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RACHAL, JOHN TANNER
7 FOREST OAK DR
ORMOND BEACH FL 32174

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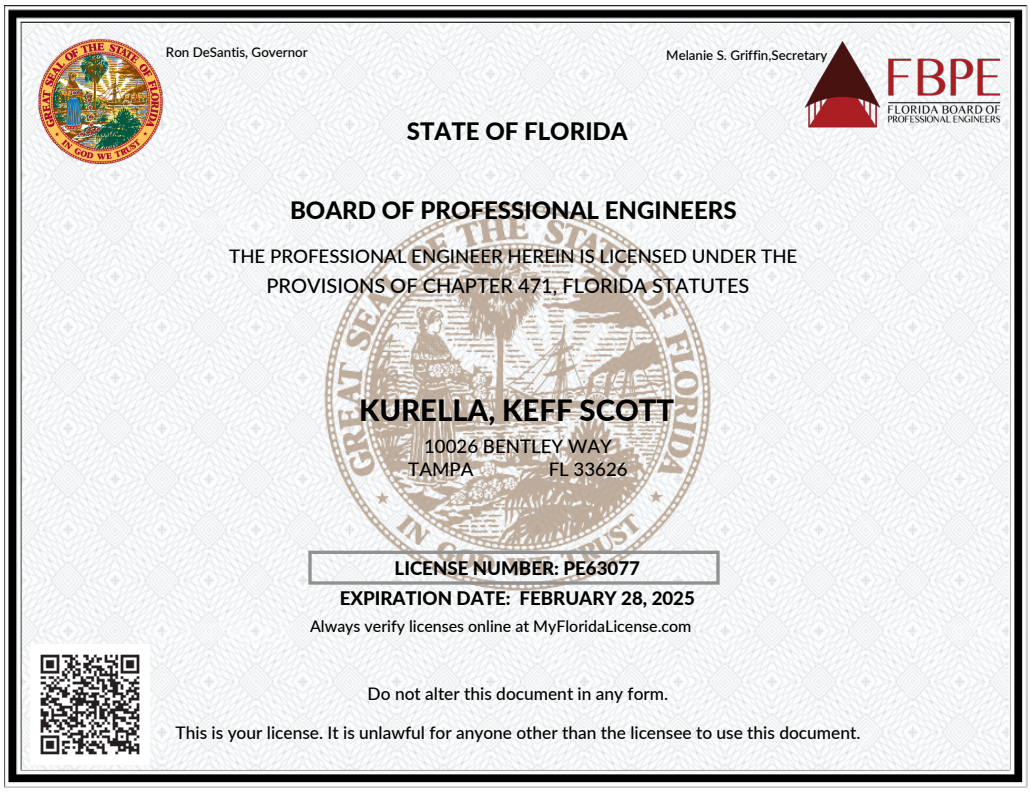

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Melanie S. Griffin,Secretary

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KURELLA, KEFF SCOTT

10026 BENTLEY WAY
TAMPA FL 33626

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
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FANG, TANG

390 COUNTRY SIDE KEY BLVD
OLDSMAR FL 34677

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D

TAB D

QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES

SPECIFIC EXAMPLE: TAYLOR ROAD EMERGENCY BRIDGE REPAIR — PORT ORANGE

Mead & Hunt provided expedited repair plans and specifications to repair damage to Taylor Road Bridge at the B-19 Canal caused by a broken water main. The soil erosion created a void of approximate 30 feet in length by 20 feet in width with an approximate depth of 15 feet behind the abutment. The damage included an almost complete collapse of the bridge approach slab and roadway bed.

Mead & Hunt's structural engineers mobilized immediately to inspect the bridge for damage. Repair plans were provided in two phases allowing near immediate repair work to begin. Phase One included erosion control, removal of debris and stabilization of the bottom of the void. Phase Two provided for the complete rehabilitation of the site to its original condition using a combination of flowable fill, structural backfill material, and replacement of the concrete approach slab as well as other required items. This also included limited replacement of a segment of the 12-inch watermain. Mead & Hunt additionally provided CEI services.

C340C
P&S
PAVING

DELIVERY OF PROJECTS ON TIME AND WITHIN BUDGET

The Mead & Hunt Team's experience on on-call contracts has proven that quick response to the unexpected is needed for success. Our team has been assembled to provide depth and redundancy in key positions and disciplines that can respond immediately to your needs, with the appropriate staffing. Our team is committed to ensuring task/project success through a coordinated and collaborative project delivery approach geared towards the development of comprehensive solutions that achieve the City of Port Orange's goals for each task. Our success will be measured by our ability to form a partnership with the City built on proven, flexible, and personalized service.

Our unique approach is based on a philosophy of first listening to our clients' needs and then developing cost-effective mobility solutions that improve quality of life, reduce congestion, improve travel choices, and enhance safety of our transportation system. This unique approach translates into a firm that is hands-on — our staff works as an extension of the staff of the clients that we serve. As a result, we have a thorough understanding of the environments in which our clients work and the constraints and challenges they face.

Our approach to project management is to provide delivery excellence. This is accomplished through the use of a consistent and organized model for our project managers to follow. This approach allows us to provide considerable value through our effective use of tools and methods to monitor budgets, an emphasis on communication, and a structured approach to delivering quality at each milestone.

PROJECT MANAGEMENT APPROACH

Task Work Order Approach

Mead & Hunt is a nimble organization. Every task offers an opportunity to make changes and implement innovative solutions. It is our goal to approach every assignment with this mindset and create an environment where all ideas are worth considering and the challenge lies in identifying the best one that suits the task and is within budget.

We will use a task manager approach to accomplish the effort on individual tasks. These task managers will report directly to our Lead Client Manager, David King, PE. They are each responsible for their technical team and the engineering decisions for their tasks. This approach will allow us to handle multiple task assignments simultaneously. The staffing for each task will remain consistent for the duration of the task. As demonstrated in this proposal, Mead & Hunt has sufficient available resources to accommodate multiple task assignments.

Mead & Hunt's first priority is to provide the City of Port Orange with the most responsive, effective, and professional service to successfully complete assignments, no matter how small or large. Our Lead Project Manager, David, will ensure consistency in each task assignment, progress report, invoice, and deliverable. He will provide oversight on all tasks related to schedule, budget, and quality.

Assignments under this contract will have very different goals and needs, but we will follow a systematic approach for each task. Task understanding and desktop research is vital to developing a thorough Scope of Services with clearly defined objectives, challenges, milestones, end products and budgets. Mead & Hunt's approach is to have a comprehensive understanding of each task assignment to develop the scope and fee, thereby reducing the project risk and minimizing needs for change orders or schedule modifications. Each task manager, working with technical staff and subconsultants, will conduct field reviews and desktop reviews, converse with key stakeholders and permitting authorities, and develop a milestone schedule to

create a comprehensive scope. This process has led to our success fulfilling multiple on-call contracts with a variety of clients such as City of DeLand, City of New Smyrna Beach, and Volusia County.

Each task assignment begins with a team kickoff meeting reviewing the objectives, scope, milestones and communication plan. Communication continues with frequent team meetings where key staff report out following an agenda. Meeting notes are kept, and action items reviewed. Mead & Hunt uses Microsoft Teams for virtual meetings.

Mead & Hunt operates as a single profit center, allowing us to nimbly respond to client needs without the bureaucracy and major overhead costs of other national firms. It also allows us to draw from specific skills, experience, and capacity nationwide while still ensuring that your tasks have top priority. Our project manager will ensure that the staff and resources are fully available and committed to the contract and each task assignment. As you can see from our organizational chart, we have a deep bench of traffic engineers that can run multiple tasks concurrently. David has the full authority to reassign resources among the consultant team to make sure that City needs and schedules are met, including adding additional qualified staff.

Schedule Management

The ability to meet project schedules is a vital part of the success of our projects that Mead & Hunt takes seriously. Realistic project schedules are discussed at the onset of each task. Schedule progress will be detailed and discussed at our internal progress meetings. David will constantly monitor the schedule and work progress, communicate that progress to City staff, and take any necessary action to ensure the milestones are continuously met. If the scope or schedule of a task needs to change at the City's request, we will make appropriate adjustments.

Budget Management

We pledge to develop scopes and fees that are commensurate with as thorough of an understanding of your task needs as possible. This enables us to consistently stay within budget and meet schedules. Failing to fully understand the scope and complexity of the task is on us and is not a reason to increase fees. We will work closely with the City to develop a comprehensive, mutually agreeable scope of services, budget, and schedule for each task assignment. If contingencies need to be placed in the scope, optional services can be addressed at this time. Therefore, the only changes to a task fee would be based upon scope revisions requested by the City. We realize that there is a finite amount of money available for any task, and our team will work diligently to help stay within any financial constraints.

SCHEDULE/COST CONTROLS: INNOVATIVE IDEAS

COSTS

- Owner-Direct Purchase of equipment helps limit contract costs and standardizes equipment.
- A construction sequencing plan provides uninterrupted service to your customers while managing construction costs.
- Value engineering with selected contractor provides additional cost savings.

SCHEDULE

- Early regulatory agency pre-application meetings with a 30% submittal encourage timely approval. Permit applications submitted at 60% stage protect the schedule.
- Updated contractor schedules are a prerequisite to review contractor's monthly pay requests.
- Identifying pre-procurement options limits potential construction delays on long-lead equipment.

PROJECT ALTERNATIVES/ SELECTION

- Life-cycle analysis is performed on all identified alternatives.
- Consensus design approach captures individual staff concerns and preferences for developing final recommendations.
- Performing site visits with management and maintenance staff allows for discussion of equipment performance and installation considerations.

Quality Control/Quality Assurance

Mead & Hunt is no stranger to delivering task-order type contracts and has built its over 50-year history in Florida by serving clients in this role. The best way for Mead & Hunt to provide value to the County throughout this contract is to become **A TRUSTED ADVISOR AND COMMITTED PARTNER** in meeting your goals and **FOLLOWING CITY PROCEDURES.** This is an approach we have successfully implemented with clients throughout Florida. Our dedication to partnership is the single most significant contributor to our success.

Continuing services contracts require firms that are nimble and able to adjust to the City's needs. Mead & Hunt's size and structure allow us to change with you, pull from additional national resources as needed, and provide services customized to the City's needs.

Our initial step is to **MEET AND DISCUSS YOUR GOALS.** During this meeting we will listen and ask questions in order to further understand your short – and long-term needs. We must also understand how each project or study fits into the big picture.

At Mead & Hunt, we use a consensus-based decision-making process that begins with **LISTENING AND UNDERSTANDING**. This approach for each project is holistic through meeting with all stakeholders within the City, including engineering and operations. All stakeholders must be heard early during project development to meet the project budget, the City's needs, and accommodate the operations staff's needs.

The next step in the project delivery process is to **DEVELOP TASK ORDERS**. Mead & Hunt will develop a customized approach to each project to deliver a solution that meets the City's needs while always being mindful of established budgets.

Our project manager is responsible for **DELIVERING QUALITY PROJECTS DESIGNED FOR DURABILITY AND MAINTENANCE** of each task order and communicating with the County's designated project representative. They will lay out our communication protocol, progress meeting frequency, and other expectations during task order development to set the team up for project delivery.

Our job continues after the delivery of the final work product and invoice. We will **FOLLOW UP TO CONFIRM YOUR SATISFACTION**, and that we have met your expectations.

QA/QC PROCESS

To recognize the importance of QA/QC in all company activities, Mead & Hunt has developed corporate quality guidelines. Outlined in the quality guidelines are the procedures to be followed from project scoping to project completion, confirming that Mead & Hunt consistently delivers quality projects to our clients. Mead & Hunt uses a five-step QA/QC process. A project-specific quality control plan is implemented at project initiation and continues throughout the development of the deliverables.

1. KICKOFF

A meeting with our project manager, engineers, designers, and relevant subconsultants to discuss the project goals, milestones, deliverables, scheduling, and any pitfalls to avoid.

2. MONITOR

Mead & Hunt uses a peer review system between our engineers and subconsultants to continuously monitor design document development and the project schedule.

3. TECHNICAL REVIEW

The project manager and QA/QC reviewer verify that all deliverables are technically correct and easily interpreted. The team follows a checklist outlining the necessary items to review. Documents are then refined based on the technical review.

4. QA/QC REVIEW

This meeting is held between the project manager, QA/QC reviewer, lead design engineer, and other key team members. The QA/QC reviewer verifies that design products have been thoroughly reviewed before submission to the City or permitting agency.

5. REVIEW GOALS

We verify that deliverables have met the project goals and needs, and review these with the City to discuss any changes.

Mead & Hunt's quality philosophy is client-focused, not project or service-focused. Because quality is defined by our clients, we must understand their needs and expectations. To this end, our commitment to quality starts at the highest levels of leadership and extends to every employee. Through establishing a quality culture, each Mead & Hunt employee is responsible for quality and continuous improvement. Our desire to produce the highest quality deliverables for our clients is founded on our core principals.

WE ARE EMPOWERED TO:

TAKE CARE OF PEOPLE | DO THE RIGHT THING | DO WHAT MAKES SENSE

Mead & Hunt follows the QC/QA process throughout the duration of each project/task we deliver. This attention to detail maximizes the quality of the deliverables and optimizes the delivery schedule.

DEDICATED TO **QUALITY**

Based on our review of the scope of work, Mead & Hunt plans to incorporate the following procedures into our QMP:

- ✔ Independent Technical Review – This is required prior to submittal of each deliverable. This procedure applies to checking of reports, plans, design calculations, quantity calculations, special provisions, and exhibits. An independent QC/QA manager, completely separate from any production work, will be assigned to each task to maintain overall quality.
- ✔ Discipline QC Check – Designed to verify conformance to appropriate design criteria, accuracy of deliverable inputs, outputs, assumptions and conclusions, deliverable meets the required level of completeness, CADD standards, and style requirements are satisfied.
- ✔ Constructability Review – For each milestone deliverable on any design tasks, a constructability review will be performed. The constructability review will identify opportunities to improve cost effectiveness and the suitability of the design to construction means and methods.
- ✔ Comment Resolution – Make sure that any comments made by the City of Port Orange are satisfactorily addressed and incorporated into the task deliverables.

PROJECT EXECUTION

Project milestone are a critical element of project execution. These milestones provide a structure for monitoring the success of the project schedule and budget while providing established QA reviews consistently throughout the life of the project. Our typical project execution approach includes 30%, 60%, 90%, and 100% Design Milestones.

Value Engineering

Value Engineering (VE) should take place at each phase of the project and include all project stakeholders. Effective VE provides an equilibrium between cost and performance while not sacrificing safety or quality. Workshops are often held to include each project stakeholder such as management, engineering and operations to ensure consensus based decision making and a final design which truly meets the needs of the City.

BIDDING ASSISTANCE

Upon advertisement of the Issued for Bid documents, Mead & Hunt will assist the City with responding to questions and issuing potential addenda(s), when needed. Once bidders have submitted their bids for opening, Mead & Hunt will review each bid package to evaluate contractor qualifications, approach, and bid tabulation.

CONSTRUCTION ADMINISTRATION AND OBSERVATION

What makes Mead & Hunt uniquely qualified to provide CEI services is that this isn't simply a support service we provide; in fact, we have an entire CEI division located right in Port Orange. Our inspection services personnel have been integrally involved in City's projects since the beginning and they have made a difference in our community. When it comes to CEI services, location is key as these team members must be on-site regularly during construction, often as full-time RPR. This division is dedicated to supporting the City to provide the quickest response should complications arise during construction and the most cost effective services by reducing overhead costs through our local presence. These specially trained staff are proficient at reviewing design documents for compliance, assisting with permitting and funding compliance, reviewing shop drawings, responding to RFIs in coordination with the project EOR, and reviewing Operations and Maintenance (O&M) manuals.

PRELIMINARY ENGINEERING

- Survey
- Review existing utility data
- Technical investigations, studies or evaluations
- Geotechnical and hydrogeological investigations
- SUE
- Resiliency and safety evaluation
- Alternative project solutions and costs
- Construction cost estimate
- Recommend best alternative options
- Basis of Design Report
- Coordinate with master plans

FINAL DESIGN

- Plans and specifications
- Develop schedules
- Construction estimates
- 30%, 60%, 90%, and 100% design
- Permit applications
- Maintenance of plant operations and/or maintenance of traffic

BIDDING SERVICES

- Pre-bid meeting
- Respond to contractor questions
- Search for bid irregularities
- Review low bidder qualifications
- Review bids
- Letter of recommendation to award

CONSTRUCTION SERVICES

- Contract award
- Material/installation testing
- COs/shop drawing review
- RFI responses
- Inspection services
- Maintain as-builts
- Prepare O&M manuals
- Final inspection and punch list
- Record drawings
- Train City operations staff

E

TAB E

FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

Financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

Mead & Hunt, LITIGATION HISTORY
Prepared by Mead & Hunt Legal Department on November 15, 2023

Mead & Hunt, Inc. understands the responsibility for providing quality services within industry standards. As such we take pride in having successfully managed our quality process over the years resulting in a history of the number of legal claims well below that typically seen in the industry. Described below is the litigation which was filed, pending, or resolved within the approximate time frame outlined in the Statement of Qualifications.

Sarah E. Clark v. Mead & Hunt, Inc. et al, Case No. 23-C-590
Circuit Court of Kanawha County, West Virginia

Mead and Hunt, Inc. is one of four named defendants in this personal injury case which was caused by a traffic accident which occurred in an area of roadway construction. Mead and Hunt, Inc. provided construction inspection services on a transportation project and did not design or construct the project. The case is in the pleading phase.

Van Nest et al v. Boggs Contracting, Inc. et al, Case No. 2022-CP-22-00423
Court of Common Pleas, Fifteenth Judicial Circuit, Georgetown County, South Carolina

Mead and Hunt, Inc. is one of six named defendants in this personal injury case which was caused by a traffic accident which occurred in an area of roadway construction. Mead and Hunt, Inc. provided construction inspection services on a transportation project and did not design or construct the project. The case is in the pleadings phase.

Abdille et al v. Bizzack Construction, LLC et al, Case No. 22-C-789
Circuit Court of Kanawha County, West Virginia

Mead and Hunt, Inc. is one of five named defendants in this personal injury case which was caused by a traffic accident which occurred in an area of roadway construction. Mead and Hunt, Inc. provided construction inspection services on a transportation project and did not design or construct the project. The case is in the discovery phase.

Dowell v. Putzmeister America, Inc., C/A No. 2020-CP-21-02831
Court of Common Pleas, Florence County, South Carolina

This case involved a wrongful death claim in which Mead & Hunt had an employee presence at the job site when the incident occurred. Mead & Hunt denied any responsibility for the incident. The matter settled in mediation and the settlement is confidential. The case was dismissed in October of 2022.

Thomas Poston v. Horry County, C/A No. 2020-CP-26-03479
Court of Common Pleas, Horry County, South Carolina

As the owner's engineer, Mead & Hunt, Inc. designed improvements and provided services for the paving of dirt roads. A resident on a county road claims water damage to his property as a result of the work, though the facts of the case do not support this allegation. The parties participated in mediation in January of 2023, but the matter has not settled.

Michigan Catholic Conference v. Bacco Construction Company, et al, Case No. 20-20202-CZ, Circuit Court of Dickinson County, Michigan

Mead & Hunt, Inc. was the owner's engineer where a pipe broke during construction. Sewer bypass was connected to smaller line and caused backup into the basement of St Mary's church as well as the parish hall and rectory. Case was resolved in mediation for a nominal amount and was dismissed in the summer of 2021.

Meridian Commercial Construction, LLC v. Mead & Hunt , Inc., Case No. 60-CV-20-90
9th Judicial District Court for the State of Minnesota.

Construction Staking for MNDOT Headquarters Addition – Claim received Nov 18, 2018. Meridian Construction (claimant/plaintiff), alleged survey error resulting in stakes set one foot too high causing construction rework, filed in Polk County MN (Ninth Judicial District Court) on Jan 10, 2020. The case settled.

Mead & Hunt acquired Sabra & Associates, Inc. in April of 2019, the below matters relate to the acquired entity.

Diane Emerson v. Sabra & Associates, Inc., et al., Case No. D-06-CV-21-007586
District Court of Maryland for Montgomery County

Claim received November 4, 2021. Sabra & Associates (Sabra) conducted a traffic survey on November 7, 2018, for Montgomery County, Maryland. Plaintiff alleged that Sabra's negligence caused Plaintiff to trip and sustain injuries. Sabra denied these allegations. This case settled and was dismissed in April 2023.

Mead & Hunt acquired Symbiont in June of 2022, the below matters relate to the acquired entity.

Building Trades United Pension Trust Fund, et al. v. Symbiont Construction, Inc., Case No. 21-CV-1401,
United States District Court for the Eastern District of Wisconsin.

This case involved the desire of the Building Trades United Pension Trust Fund to audit payroll during a timeframe in which Symbiont Construction, Inc. had no union employees. The case was voluntarily dismissed in January 2023.

Symbiont Science, Engineering and Construction, Inc., Zurich American Insurance Company, et al vs. Ground Improvement Services, Inc., GeoStructures, Inc. et al,
United States District Court for the District of New Jersey.

Symbiont and its client settled the client's claim of negligence and defective construction prior to Symbiont and its carrier's initiation of this subrogation claim. This subrogation claim is against a subconsultant/subcontractor that designed and constructed a geopier foundation system for a biogas production facility. The case is in the initial phases of litigation.

Symbiont Design-Build, LLC and Symbiont Science, Engineering and Construction, Inc. v. Glacier Construction Co., Inc., Case No. 1:21-cv-2252
United States District Court for the District of Colorado

This case involves Symbiont's complaint of defective construction on the part of a subcontractor and the subcontractor's counterclaim of negligence. Symbiont and the subcontractor corrected the work for the client prior to any legal action. Symbiont and its client settled the matter without litigation. Symbiont and its subcontractor settled their dispute and the claim was dismissed in December 2022. The settlements are confidential.

M&J General Contractors, Ltd. v. Symbiont Construction, Inc., Case No. 20-cv-00945
United States District Court for the Eastern District of Wisconsin.

***Symbiont Construction, Inc. f/k/a T.V. John & Son, Inc. v. Premier Commercial Cleaning, LLC, M&J General Contractors, LTD a/k/a M&J General Contractors, Inc.* Case No. 79D02-1906-PL-000086**,
Tippecanoe Superior Court 2, Indiana

The above two cases are related to each other and involve breach of construction contract claims. Both matters were settled in 2022 and the settlements are confidential.

Augustana College v. City of Rock Island, IL, Case No. 2018 L 71
Rock Island County Circuit Court, Illinois

The City of Rock Island (City) filed a complaint against Symbiont to make it a third-party defendant in the above case. The City attempted to tie a Combined Sewer Overflow study done by Symbiont in 2003 to a June 2017 sewer collapse that resulted in flooding at Augustana College (College) with damage to several of its buildings. The City's own expert placed no responsibility on Symbiont. The matter settled in September of 2022 and the settlement is confidential.

Roumann Consulting, Inc. and Ron Rousse v. T.V. John & Son, Inc. et al, Case No. 2:17-cv-01407-LA.
United States District Court for the Eastern District of Wisconsin.

T.V. John & Son is now known by Symbiont. The circumstances of this case involve a terminated written service agreement and a claim of contract breach as a result of that termination. Numerous attempts have been made to settle the matter. The case is nearing the trial stage.

F

TAB F

REFERENCES

See the following page for a completed page one of Form 9.8.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of DeLand, Florida

   Contact Person: Jim Ailes

   City, State: DeLand, Florida

   Telephone Number: (386) 626-7252

   Email Address: Ailesj@DeLand.org

   Description of goods/services provided: Water, wastewater, reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI services

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 2017-2022, in renewal period for 2023

2. Company Name: City of Ormond Beach, Florida

   Contact Person: Shawn Finley

   City, State: Ormond Beach, Florida

   Telephone Number: (386) 615-7049

   Email Address: Shawn.Finley@ormondbeach.com

   Description of goods/services provided: Planning, feasibility studies, preliminary engineering, design, permitting, construction oversight

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 1992-present

3. Company Name: City of Edgewater

   Contact Person: Randy Coslow, PE

   City, State: Edgewater, Florida

   Telephone Number: (386) 424-2400

   Email Address: rcoslow@cityofedgewater.org

   Description of goods/services provided: Water, wastewater, and reclaimed water, collection system design, lift station replacement and planning, R&R, grant and financial assistance, CEI services

   Contract Amount: No more than $500,000 per project under the GEC

   Start/End Date of Contract: 1994-present

This document must be completed and returned with your submittal.

Mead & Hunt

EXPERIENCE EXCEPTIONAL

Stanley Consultants

Connect. Create. Contribute.

CITY OF PORT ORANGE, FLORIDA

Professional Engineering Services

Request for Statement of Qualifications
RFSQ #23-18

December 6, 2023

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Stanley Consultants INC.

80 Spring Vista Drive
Suite 100
DeBary, FL 32713

386.753.0558
stanleyconsultants.com

December 6, 2023

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Kent and Selection Committee:

Thank you for the opportunity to submit our qualifications for your consideration for the Professional Engineering Services contract. Having successfully completed numerous general traffic engineering and planning services in Port Orange and central Florida, **Stanley Consultants, Inc.** is highly qualified to provide these services to the City of Port Orange.

We are hereby submitting this package for the following disciplines:

- Planning and Feasibility Studies
- Design, Permitting, Construction Engineering and Inspection, and/or Plan Review

Stanley Consultants, Inc.: Stanley Consultants has a rich history of serving clients in the transportation industry. We entered the Florida transportation market about 30 years ago, opening offices in West Palm Beach and Tampa. In May of 2022, we further enhanced our transportation capabilities by acquiring **Traffic Engineering Data Solutions (TEDS)**. With 40+ members in our DeBary office, Stanley Consultants offers Port Orange a noteworthy blend of engineering expertise with local resources yet backed by transportation professionals around the country. Locally, we enjoy strong working relationships with Port Orange, Volusia County, and FDOT staff, having held local continuing services contracts for transportation and traffic engineering since 2007.

While Stanley Consultants has resources around the country, our plan is for assignments issued with this contract to be handled locally by our office in DeBary and supported by our local sub-consultants. We have assembled a strong team of sub-consultants to address a wide variety of project assignments that may be issued.

The Stanley Consultants Project Team: The Stanley Consultants team's project manager for this assignment will be **Tanya King, PE.** Tanya has more than 20 years of progressive transportation engineering and project management experience. Her experience includes serving as the Traffic Studies Engineer for FDOT District 1, where she managed three district-wide study consultant contracts. Her responsibilities included scheduling studies, reviewing reports, preparing study scopes and programming projects. Stanley Consultants' team will support Tanya with in-house staff and sub-consultants arranged into teams which will be assigned based on the City's scope of work. Stanley

Stanley's *transportation engineering design experience not only includes traffic signals, but also encompasses roadway, sidewalk, and shared use path projects, as well as the drainage & utility design and associated permitting that comes with each type.*

Consultants' Principal-In-Charge for this assignment will be **Rick Morrow, PE.** Rick's experience includes serving as the FDOT District 5 District Traffic Operations Engineer, as well as the District Director of Transportation Development. With Stanley, Rick serves as the Senior Engineering Manager overseeing quality control and ensuring client needs are being met. Other key team members are shown in the organizational chart presented in the Tab B section. Our depth, experience, and expertise will help assist us in providing high-quality deliverables for Port Orange.

The Stanley team brings a balance of transportation engineering and planning expertise. As a result, we are able to evaluate City needs, perform feasibility assessments, and develop meaningful recommendations while applying real-world constructability insight to ensure solutions are not just solutions on paper, but solutions ultimately in concrete. For this reason, our team has seen several projects through from the initial planning stages, into design, and then construction. We understand what it takes to not only complete a study but to make recommendations that can be implemented.

Today's transportation priorities are constantly evolving. From mid-block pedestrian crossings to Intelligent Transportation Systems, Stanley Consultants is consistently at the forefront of transportation trends. Our staff has diverse and current experience evaluating and implementing sustainable solutions. We regularly perform study assignments, traffic signal designs, and data collection activities as part of work-order based contracts, so our teams are set up to be highly responsive to meet your needs.

The Stanley Commitment: The Stanley Consultants team consists of a group of multi-talented and diversified professionals armed with the training and pertinent experience needed to assist the City of Port Orange with the successful implementation of all assigned tasks. We provide an extensive range of expertise and experience in dealing with both technical and institutional issues. We understand the importance of schedule on these tasks, and we are willing and committed to meet the City's time requirements as well. We have had the privilege of providing similar services for you since 2017 and across central Florida for many years now and, as such, are ready to go on day one. Our team is excited about the opportunity to continue our working relationship with you on this contract.

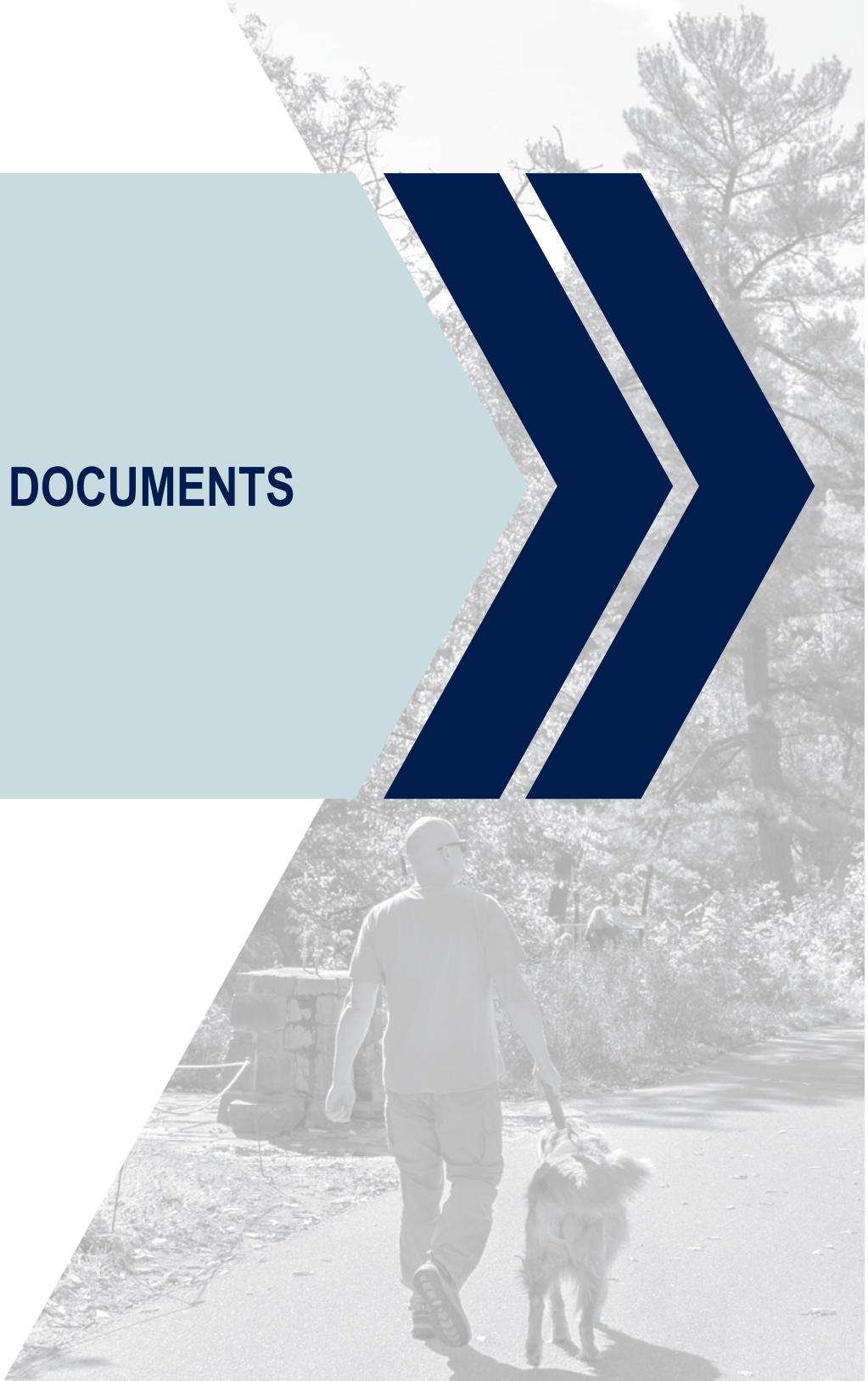
Sincerely,

Rick Morrow, PE
Senior Engineering Manager, Principal-in-Charge
386-753-7112
MorrowRick@StanleyGroup.com

Responsible Office:

Stanley Consultants, Inc.
80 Spring Vista Drive, Suite 100
DeBary, FL 32713

A. REQUIRED DOCUMENTS



SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Public Entity Crimes Statement

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

X Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

X Exhibit "A" – Description of Confidential Material

N/A Form 9.14 – No Submittal Statement Form

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Stanley Consultants, Inc.
Name of Business

Authorized Signature

12/11/2023 (updated to include 9.13 and Exhibit A)
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☒Exceptions (list below; add additional pages if necessary):

Section 17, Insurance – Our professional liability insurance will not name the owner as additional insured (it is unclear as written). Such an inclusion is not commercially available and would create a harmful coverage exclusion for the owner.

Stanley Consultants, Inc.
Name of Business

Richard Morrow
Authorized Signature

Richard Morrow - Senior Engineering Manager
Printed Name and Title

42-1320758
Federal Identification No.

80 Spring Vista Drive, Suite 100
Mailing Address

DeBary, Florida 32713
City, State & Zip Code

386-753-0558
Telephone Number

MorrowRick@StanleyGroup.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑Is personally known to me; or ☐ has produced N/A as identification.

Sandra Council
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# #1 Date: 11/22/2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Stanley Consultants, Inc.
Name of Business

Richard Morrow
Authorized Signature

Richard Morrow - Senior Engineering Manager
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this

30th day of November, 2023, by Richard Morrow and who:

☑ Is personally known to me; or ☐ has produced N/A as identification.

Sandra Council
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Stanley Consultants, Inc.
Name of Business

Richard Morrow
Authorized Signature

Richard Morrow - Senior Engineering Manager
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑ is personally known to me; or ☐ has produced N/A as identification.

Sandra Council
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Richard Morrow, who, being by me first duly sworn, made the following statement:

1. The business address of Stanley Consultants, Inc. (name of Respondent or business) is 80 Spring Vista Drive, Suite 100, DeBary, FL 32713.
2. My relationship to Stanley Consultants, Inc. (name of Offeror or business) is manager (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

~~(Draw a line through paragraph 7 if paragraph 6 above applies)~~

Stanley Consultants, Inc.
Name of Business

Richard Morrow
Authorized Signature

STATE OF: Florida

COUNTY OF: Volusia

Richard Morrow - Senior Engineering Manager
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑ is personally known to me; or ☐ has produced N/A as identification.

Sandra Council

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

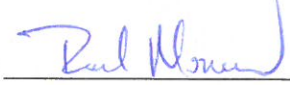
ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Stanley Consultants, Inc.

SIGNED BY: 

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Richard Morrow

TITLE: Senior Engineering Manager

ADDRESS: 80 Spring Vista Drive, Suite 100

CITY, STATE AND ZIP CODE: DeBary, Florida 32713

TELEPHONE: 386-753-0558 FAX: N/A

F.E.I.N.: 42-1320758

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Richard Morrow

B. Permanent main office address: 225 Iowa Avenue, Muscatine, IA 52761

C. Date organized: 1/30/1986

D. If a corporation, where incorporated: Muscatine, Iowa

E. How many years have you been engaged in the business under your present firm or trade name? 37-years

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Consultant Engineering

H. Have you ever failed to complete any work awarded to you? If so, where, and why? (see attached)

I. Have you ever defaulted on a contract? If so, where and why? (see attached)

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: yes - primary work is professional engineering services

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ (see attached)

N. Give bank name, contact name and phone number: (see attached)

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☐No (see attached)

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Stanley Consultants, Inc.
Name of Business

Authorized Signature

Richard Morrow - Senior Engineering Manager
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑Is personally known to me; or ☐ has produced N/A as identification.

Sandra Council

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your submittal.

Additional Information for Form 9.7

We respectfully request that our response to RFSQ #23-18 can be reviewed without the full completion of Form 9.7. While we are proud of our resources, history, and past accomplishments, the form requires extensive and expensive research to fully complete. It also requests financial information we consider confidential and would not want made available to the public through submittal of this document.

Please note that we are providing our financial statement from our most recent certified audit in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)". We trust that this will provide the City of Port Orange the documentation needed to have confidence in our financial stability and ability to serve the needs of this contract.

Further information is provided for sections of the form below:

a. Item F, Contracts on hand: As a large firm, we have many active contracts, far too many to list. As noted in the addendum, we are providing a list of similar projects:
    a. FDOT, District 5 Continuing Services for Traffic Engineering ($5M cap, ending 11/15/2024)
    b. FDOT, District 5 General Engineering Contract (No cap, ending 8/4/2028)
    c. FDOT, District 1 Access Management ($1.5M cap, ending February /2026)
    d. FDOT, District 5, Roadway Design for SR 438 ($1,632,157.00, ending May 2027)
    e. FDOT, District 5, Signal Design for US 1 at Fay Boulevard ($456,085.00, ending January 2026)
b. Items H & I: Our firm is over 100 years old and has survived serious national crises during this period. While we take great pride in our client service and history, it is not feasible to research every work assignment to determine if any assignment has ever failed. We have resources locally at our DeBary office to handle all assignments on this contract. If there is ever a significant loss of key staff, Stanley Consultants has redundancy with traffic engineering, roadway design, planning services, and many other disciplines at other offices within Florida and in other states that would be used if needed to successfully complete assigned tasks.
c. Item J: We own buildings, vehicles, and a large variety of specialized equipment in many offices around the country and internationally. Compiling an accurate list and presenting it in an understandable format is not feasible for this contract response. Locally we lease or own 11 vehicles, office equipment, and field equipment such as vehicle counters to fully serve the needs of this contract. We also maintain appropriate software for communications, document preparation, and drafting. Our offices are supported with information technology personnel both on-site in DeBary and at other office locations. We frequently share specialty equipment among offices, allowing us access to equipment that may not be feasible for a local office to acquire if not part of Stanley Consultants.
d. Item L, referring to principal members and officers: Our company includes 41 officers, which we do not expect to work on this contract. Based on the updates in RFSQ Addendum 1, we are providing the requested information for our top executive team on the following pages.
e. Items M, N, & O refer to financial information: This information is being provided in Tab E and in the confidential envelope which is exempt from public record.

Executive Team Bios

Kate Harris | President, CEO and Chair

Kate Harris, President, CEO and Chair of Stanley Consultants, has 30 years of international experience in the construction, engineering, and consulting industry. She graduated with a First-Class Honors degree in the U.K and has completed the Advanced Management and Intellectual Property programs at Harvard Business and Law Schools. She is a Board Leadership Fellow of the National Association of Corporate Directors (NACD), a member of Women Corporate Directors (WCD) and accredited as a Board Certified Environmental Engineering Member (BCEEM). In additional to serving as a Trustee of the Company's retirement programs, and Chair of the Stanley Consultants Charitable Foundation, Kate also serves on the American Council of Engineering Council's (ACEC) Research Institute board. Kate was named the 2022 CEO of the Year by the Environmental Financial Consulting Group (EFCG), in recognition of her outstanding leadership, steadfast focus on ethics and integrity, and consistently innovative and effective approach. Her leadership interests fully align with Stanley's mission to leverage skills, capabilities, and rapidly changing technologies for the good of the Company's clients, communities, and Members, promote the profession's essential value to society, and inspire a generation to solve the world's most challenging problems. An active advocate of client service, business innovation and talent development, and one of the earliest AEC participants of CEO Action for Diversity & Inclusion™, Kate continues to mentor upcoming generations of leaders to further Stanley's Purpose of Improving Lives Since 1913.

Jesse Herron | Chief Financial Officer

Jesse Herron is the Chief Financial Officer of Stanley Consultants, with executive leadership responsibility for financial strategy, planning, treasury, finance and accounting and capital investment allocation strategies. He serves on the executive leadership team and is a member of the Stanley Consultants board of directors. Herron is a CPA and an experienced CFO with more than 20 years in various positions of financial leadership, including multiple Fortune 500 and private equity-backed manufacturing companies and a Big 4 accounting firm.

Stuart Crenshaw | Chief Legal Officer

Stuart Crenshaw is Senior Vice President and Chief Legal Officer of Stanley Consultants, Inc. and SCCI Corporate Secretary. He serves on the executive leadership team, responsible for project contracting, mergers and acquisitions and the company's code of business conduct and ethics reporting hotline. Stuart has more than 20 years of legal experience in various positions, including in-house counsel at a Top ENR ranked design firm, a Fortune 500 public company and as counsel with an American Lawyer A-List law firm.

Bill Harper, C.P.A. | Director, Tax & Treasury

Stanley Consultants Controller from June 2000 - 2007. Responsible for all accounting department functions performed by accounting staff of 25, which encompassed accounting, payroll, audit, taxation and financial reporting. Responsibilities included ensuring compliance with tax, accounting and audit regulations for all domestic and foreign country jurisdictions which Stanley worked. Extensive knowledge of internal control and accounting systems, including specific compliance requirements related to Federal Acquisition Regulations (FAR).

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: County of Volusia County

   Contact Person: Jay Williams - Volusia County Traffic Engineer

   City, State: DeLand, Florida

   Telephone Number: 386-736-5967

   Email Address: JIWilliams@volusia.org

   Description of goods/services provided: Transportation Engineering studies and design

   Contract Amount: No cap - work orders vary (~$15k to $100k)

   Start/End Date of Contract: Continual since 2017 and recently reselected

2. Company Name: City of DeBary

   Contact Person: Steven Bapp - Growth Management Director

   City, State: DeBary, Florida

   Telephone Number: 386-601-0203

   Email Address: SBapp@DeBary.org

   Description of goods/services provided: Transportation Engineering studies and design

   Contract Amount: No cap - work orders vary (~$15k to $200k)

   Start/End Date of Contract: Start Date 1/6/2021; End 1/6/2026

3. Company Name: City of West Melbourne

   Contact Person: Christy Fischer - Director of Planning and Economic Development

   City, State: West Melbourne, Florida

   Telephone Number: 321-837-7778

   Email Address: CFischer@WestMelbourne.gov

   Description of goods/services provided: Transportation Engineering studies and design

   Contract Amount: No cap - work orders vary (~$15k to $50k)

   Start/End Date of Contract: Start Date September 2014; No End date

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Richard Villasenor - City of DeBary

   Phone: 386-601-0215

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 14

   Description of service: Provide engineering design and concepts for various projects throughout the city. Performed operational studies and reviewed traffic impact submittals for the city.

2. Contact Name: Jay Williams - Volusia County Public Works

   Phone: 386-736-5967

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 14

   Description of service: Developed design plans for traffic signals at various locations. Performed annual counts. Developed special studies and plans for projects around the county.

3. Contact Name: Mike Sanders - FDOT District Five

   Phone: 386-943-5339

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 15

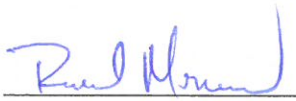
   Description of service: Provide traffic engineering studies and design services for locations across the district. Provide annual traffic counts, in-house personnel as needed, and assist with public responses.

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Richard Morrow	Senior Engineering Manager	386-753-7112
John Lazzara	Transportation Market Leader	773-444-5973
Greg Eldridge	Chief Operations Officer	303-925-8282



Authorized Signature

Richard Morrow

Print Name of Authorized Signature

(please see following attachment)

This document must be completed and returned with your submittal.

Stanley Consultants INC.

Stanley Building
225 Iowa Avenue
Muscatine, IA 52761

563.264.6600
stanleyconsultants.com

CORPORATE CERTIFICATE

I, Kale D. Knisley, certify that I am the Corporate Secretary of Stanley Consultants, Inc., that Stanley Consultants, Inc., is an Iowa Corporation in good standing; and that Richard Morrow, as Senior Engineering Manager of Stanley Consultants, Inc., is duly authorized to execute documents on behalf of the Corporation by authority of its governing body, that such executions are within the scope of its corporate powers, as outlined by the bylaws of the Corporation and the Corporation's signature authority policy; pertaining to City of Port Orange Projects.

Kale D. Knisley
Kale D. Knisley, Corporate Secretary

STANLEY CONSULTANTS, INC CORPORATE SEAL IOWA

Witnessed by:

Kayla R. Weeks
Kayla R. Weeks, Assistant Corporate Secretary

Dated: November 22, 2023
State of Iowa, County of Muscatine, ss:

On this 22nd day of November 2023, before the undersigned, a Notary Public in and for said County and State, personally appeared Kale D. Knisley and Kayla R. Weeks to me personally known, who being by me duly sworn, did say that they are the Corporate Secretary and Assistant Corporate Secretary of said Corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be their voluntary act and deed as such officers of said Corporation, by it and by them voluntarily executed.

Erica L. Hoopes
Erica L Hoopes, Notary Public
Commission Expires June 10, 2025

NOTARIAL SEAL IOWA
Erica L Hoopes
Commission Number 840047
My Commission Expires
June 10, 2025

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Richard Morrow - Senior Engineering Manager, on behalf
(Print Name and Title)

of Stanley Consultants, Inc. ("Company"), certify that Stanley Consultants, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Stanley Consultants, Inc.
COMPANY NAME

SIGNATURE

Richard Morrow
PRINT NAME

Senior Engineering Manager
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑is personally known to me; or ☐ has produced N/A as identification.

Sandra Council Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Engineering Services

Solicitation Number: RFSQ #23-18

I, the undersigned hereby certify that Stanley Consultants, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Stanley Consultants, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Richard Morrow - Senior Engineering Manager
Print or Type Name, Title

Signature of Affiant

42-1320758
Federal Employer ID Number (FEIN)

421320758
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of November, 2023, by Richard Morrow and who:

☑ is personally known to me; or ☐ has produced N/A as identification.

Sandra Council
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

An official website of the United States government
Here's how you know

My Company Account

My Company Profile

Company Information

Company Name

Stanley Consultants

Doing Business As (DBA) Name

Company ID

1337451

Enrollment Date

Aug 30, 2018

Employer Identification Number (EIN)

421320758

Unique Entity Identifier (UEI)

DUNS Number

007989056

Total Number of Employees

1,000 to 2,499

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

225 Iowa Ave
Muscatine, IA 52761

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

> We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

17

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Use Web Services

Memorandum of Understanding

View Current MOU

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature of Contractor's Authorized Official

11/30/2023
Date

Richard Morrow - Senior Engineering Manager
Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 23-18

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Stanley Consultants, Inc.

Address: 80 Spring Vista Drive, Suite 100; DeBary, Florida 32713

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: Richard Morrow

TITLE: Senior Engineering Manager

DATE: 12/11/2023

ATTEST:

BY: _____

NAME: James Stroz

TITLE: Senior Project Manager

DATE: 12/11/23

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Most recent Stanley Consultants, Inc. financial statement, provided in a separate envelope.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

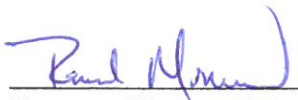
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Stanley Consultants, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Richard Morrow - Senior Engineering Manager

Name & Title of Contractor's Authorized Official

Date: 11/30/2023

This document must be completed and returned with your submittal.

Detail by Entity Name

Foreign Profit Corporation
STANLEY CONSULTANTS, INC.

Filing Information

Document Number	P09744
FEI/EIN Number	42-1320758
Date Filed	04/15/1986
State	IA
Status	ACTIVE

Principal Address

225 IOWA AVENUE
MUSCATINE, IA 52761-3764

Changed: 02/22/2023

Mailing Address

225 IOWA AVENUE
MUSCATINE, IA 52761-3764

Changed: 02/22/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 03/26/2018

Address Changed: 03/26/2018

Officer/Director Detail

Name & Address

Title President, Chairman, CEO, Director

HARRIS, KATE C.E
6373 Snowberry Lane
Niwot, CO 80503

Title Director, VP

Sweere, Dale R
2604 Dover Downs Street
Muscatine, IA 52761

Title Treasurer, Director, VP

Herron, Jesse J
1402 W 141st Court
Westminster, CO 80023

Title Director, VP

Helms, Michael R
1919 Glenwood Drive
Moline, IL 61265

Title Director, VP

Rothberg, Michael R
228 Monroe Street
Denver, CO 80206

Title Diector, VP

Crenshaw, Stuart L
3417 W 154th Place
Broomfield, CO 80023

Title Secretary

KALE, D. KNISLEY
972 47th Avenue
Keithsburg, IL 61442

Title Director, VP

JOHN, P. DOWNES
19669 N. Riverside Drive
Juniper, FL 33469

Title Asst. Treasurer, VP

Harper, William C.
2232 Hickory Hills Road
Muscatine, IA 52761

Title Asst. Secretary

Weeks, Kayla R.
1108 S 12th Street
Keithsburg, IL 61442

Annual Reports

Report Year	Filed Date
2021	04/29/2021
2022	04/23/2022
2023	02/22/2023

Document Images

02/22/2023 -- ANNUAL REPORT	View image in PDF format
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01/03/2017 -- ANNUAL REPORT	View image in PDF format
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05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 22, 2023
Secretary of State
9063048716CC

DOCUMENT# P09744

Entity Name: STANLEY CONSULTANTS, INC.

Current Principal Place of Business:

225 IOWA AVENUE
MUSCATINE, IA 52761-3764

Current Mailing Address:

225 IOWA AVENUE
MUSCATINE, IA 52761-3764 US

FEI Number: 42-1320758

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, CHAIRMAN, CEO, DIRECTOR
Name	HARRIS, KATE C.E
Address	6373 SNOWBERRY LANE
City-State-Zip:	NIWOT CO 80503

Title	TREASURER, DIRECTOR, VP
Name	HERRON, JESSE J
Address	1402 W 141ST COURT
City-State-Zip:	WESTMINSTER CO 80023

Title	DIRECTOR, VP
Name	ROTHBERG, MICHAEL R
Address	228 MONROE STREET
City-State-Zip:	DENVER CO 80206

Title	SECRETARY
Name	KALE, D. KNISLEY
Address	972 47TH AVENUE
City-State-Zip:	KEITHSBURG IL 61442

Title	DIRECTOR, VP
Name	SWEERE, DALE R
Address	2604 DOVER DOWNS STREET
City-State-Zip:	MUSCATINE IA 52761

Title	DIRECTOR, VP
Name	HELMS, MICHAEL R
Address	1919 GLENWOOD DRIVE
City-State-Zip:	MOLINE IL 61265

Title	DIECTOR, VP
Name	CRENSHAW, STUART L
Address	3417 W 154TH PLACE
City-State-Zip:	BROOMFIELD CO 80023

Title	DIRECTOR, VP
Name	JOHN, P. DOWNES
Address	19669 N. RIVERSIDE DRIVE
City-State-Zip:	JUNIPER FL 33469

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KALE D. KNISLEY — SECRETARY — 02/22/2023

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	ASST. TREASURER, VP
Name	HARPER, WILLIAM C.
Address	2232 HICKORY HILLS ROAD
City-State-Zip:	MUSCATINE IA 52761

Title	ASST. SECRETARY
Name	WEEKS, KAYLA R.
Address	1108 S 12TH STREET
City-State-Zip:	KEITHSBURG IL 61442

B. COMPANY PROFILE – HISTORY AND QUALIFICATIONS

Company Profile – History

Brief History of the Business

Founded in 1913, **Stanley Consultants, Inc.** has a rich 100+ year history of serving clients in the transportation industry along with other markets both nationally and internationally. Having completed work in all 50 states and more than 120 countries, Stanley Consultants has ~900 members with varying levels and areas of expertise. We entered the Florida transportation market about 30 years ago, opening offices in West Palm Beach and Tampa. In May of 2022, we further enhanced our transportation capabilities by acquiring Volusia County based, Traffic Engineering Data Solutions (TEDS). With 40+ members in our DeBary office, Stanley Consultants offers the City of Port Orange a noteworthy blend of transportation engineering and planning expertise. We also enjoy strong working relationships with your partners at Volusia County and FDOT, having held local continuing services contracts for transportation and traffic engineering since 2007.

Designation of the Legal Entity

Stanley Consultants, Inc. is an Iowa for profit corporation, validly registered to do business in Florida. Our corporate office is in Muscatine, Iowa, with our DeBary, Florida location as the office that will be primarily working on the projects for the City.

Ownership Interests

Stanley Consultants, Inc. is a wholly owned subsidiary of SC Companies, Inc. Within SC Companies, Inc. is an employee (member) owned company with roughly 500 shareholders. There is no individual member who owns greater than 5% of the outstanding shares, meaning we have a broad member-ownership structure.

Key Contact Information

Principal-In-Charge:
Rick Morrow, PE
Email Address: morrowrick@stanleygroup.com
Phone: 386-753-7112
Address: 80 Spring Vista Drive, DeBary FL 32713

Project Manager:
Tanya King, PE
Email Address: kingtanya@stanleygroup.com
Phone: 386-753-7163
Address: 80 Spring Vista Drive, DeBary FL 32713

Website: https://www.stanleyconsultants.com/

Active Business Venues

Stanley Consultants, Inc. serves clients in the transportation industry along with other markets. Within Florida, the company predominately provides services to state and local agencies such as County of Volusia, Florida Department of Transportation, City of Port Orange, City of Orange City, City of DeBary, and other government agencies with transportation focused programs.

Present Status and Projected Direction of Business

Stanley Consultants, Inc. is a stable business showing consistent gross and net profit ratios, and year-on-year growth in both sales and profits. As of year-end 2015, we are debt free and liquidity ratio supports operational flexibility during any future tough economic times. Our managerial efficiency demonstrates fast collection of outstanding bills for cash flow to more than cover expenses. We certify and provide this statement that **Stanley Consultants, Inc.** is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Port Orange.

The Overall Qualifications of the Business to Provide the Services Requested

Our DeBary office includes multiple study and design teams that focus on traffic operations studies, roadway design, traffic design, ITS design, TSM&O functions and systems, and data collection.

Our DeBary office has consistently served the City of Port Orange, Volusia County, FDOT District Five, and local cities with a wide variety of transportation engineering related tasks. These include reactionary studies to areas with safety or capacity issues, developing short-term and long-term recommendations to address the issues. These efforts also include forward-thinking planning functions, reviewing the needs of pedestrians and other vulnerable road users in communities where development, traffic patterns, or other insights are demonstrating the need for infrastructure changes. This group is supported by our in-house data collection team that regularly handles hundreds of turning movement counts each year. This team has a full complement of equipment to measure volumes, classifications, speed, and other traffic information.

Our DeBary roadway and traffic design teams have developed plans for the City of Port Orange, Volusia County, and FDOT, as well as other cities and counties based on their particular needs and requirements. From resurfacing to widening, trails and traffic signals, we offer a full-service transportation design team locally in DeBary. This team uses the latest FDOT approved CAD standards and regularly develops 3D models for designs. Additionally, these teams carry FDOT certifications for Maintenance of Traffic, specification development, and more.

Our DeBary TSM&O group is set up to handle a wide variety of planning functions to understand and meet the needs of our clients. We regularly prepare various FHWA-required documents to support federal funding. The team stays current with the District Five TSM&O group as technologies are tested and approved for use in Central Florida. Design is also an important function for this group as they have developed numerous sets of plans for typical ITS such as fiber optic cable, cameras, detectors, and message signs. We have also developed plans for more current solutions such as Wrong Way Vehicle Detection systems, variable speed limits, part-time shoulder use, wildlife detection, weather monitoring stations, and infrastructure security.

While it is our intent to provide the requested services for City of Port Orange from our DeBary office in Volusia County, we have resources across Florida and the United States to provide redundant resources to overcome unforeseen circumstances that could arise during the duration of this contract.

Company Profile – Qualifications

Firm Qualifications

Stanley Consultants, Inc. offers a depth of resources to respond effectively and efficiently in a timely and high-quality manner. Based on our experience serving the City of Port Orange under our current engineering contract, **Stanley Consultants, Inc.** is very familiar with this type of contract and is organizationally structured to accommodate the City's needs. We have completed task-assignment type contracts with various governmental agencies and continue to do so. Stanley Consultants is a multifaceted engineering firm providing a variety of services to our public sector clients including the following:

- Extensive knowledge of Departmental and Federal Highway Administration policies and procedures. We have successfully worked on delivering projects for construction built by the Department. This knowledge will be important to being able to help answer any questions from the other design firms working on the adjacent I-55 contracts.
- Traffic Operational/Safety Studies
- Traffic Counts and Data Collection
- Traffic Impact Development Review
- Highway and Roadway Safety Analysis and Recommendations
- Drainage Studies and Hydrologic and Hydraulic Analysis
- Typical Road Section Analysis
- Constructability and Site Plan Reviews
- Stormwater Management Design
- Stakeholder Coordination and Public Outreach
- Master Planning and long-range transportation analyses
- Construction Engineering and Inspection
- Permitting (WMD's, FDEP, FDOT)
- Traffic Signal Design
- Street Lighting/Design Studies
- Resiliency Studies

Port Orange Experience

Stanley Consultants has a long-standing working relationship with the City of Port Orange including concurrency reviews, the annual traffic count and data collection program, traffic operational studies, and roadway and sidewalk/trail projects. Below are recent projects within the City that **Stanley** staff has worked on:

Roadway and Sidewalk Engineering Design

- SJR2C Loop Trail Spruce Creek Road
- S. Spruce Creek Road Sidewalk
- Herbert Street and Clyde Morris Boulevard
- McDonald Road Sidewalks
- Victoria Gardens Boulevard

SJR2C Loop Trail Spruce Creek Road

Safety Studies and Operational Analyses

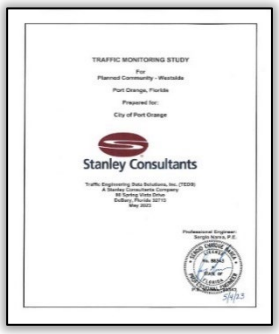
- Westside - Planned Community
- (SR 421) Dunlawton Avenue

Traffic Counts and Data Collection

- Annual City Count Program
- 2023 Concurrency Management Table

Concurrency Review

- Madeline Avenue Mixed-Use Development
- QSR Restaurant



Continuing Services Contracts in Volusia County

We are currently under contract with Volusia County, FDOT and various cities within Volusia County completing task assignment type contracts using our staff in DeBary. Listed below are clients that **Stanley Consultants** serves under continuing services contracts:

- City of New Smyrna Beach
- City of Edgewater
- City of West Melbourne
- Volusia County
- City of DeBary
- City of Orange City
- FDOT District 5

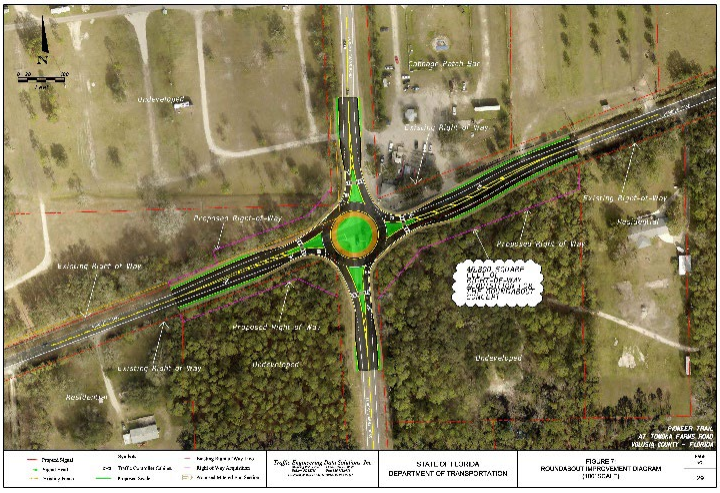
The performance of **Stanley Consultants** on similar projects and our proven track record with current and previous clients (including City of Port Orange) clearly indicates our ability to manage staff resources and develop project schedules and adhere to them to provide the quality services necessary for a fast-paced and multiple-assignment contract, such as this project, for the Community Development office staff of City of Port Orange.

Once the City has established a needed service, the development of a work task (including, but not limited to, scope of service, schedule, budget, deliverables, etc.) will commence immediately. The **Stanley Consultants** Project Manager, Tanya King, PE will assign staff from the **Stanley Consultants** team needed to complete the work order in the most efficient and timely manner. The following sections describe the project approach for some of the typical assignments that may be needed with this contract:

Traffic Operational Studies

Studies are typically initiated due to expressed concerns by a concerned citizen, elected official, or internal staff. Understanding the concerns, available data, area of focus, and all details of a study request is critical in developing a sound scope and project fee and producing a quality study. Tanya King will review the study request and assign the most appropriate resources based on experience, availability, relationships, unique project-related knowledge, special expertise, etc., to ensure the preparation of a high-quality submittal in the most efficient and timely manner. Examples of where special expertise is essential include focus on pedestrian behavior, roundabouts, access management, unique signal operations, ICE analyses, or structural analysis for traffic signal modifications.

Upon authorization, Tanya will assign a study team which will include a lead professional engineer and staff engineers. Concurrently, the required data collection will be assigned to **Stanley Consultants'** in-house data collection team(s). The study team will immediately proceed with a thorough investigation of data and pull, review, and summarize applicable crash data from Signal Four Analytics. Additionally, where detailed concept development will be needed, we will obtain and review pertinent information including existing plans, permits, right-of-way information, utility locations, etc…items ultimately critical for detailed concept development and accurate cost estimation.



Our team will begin a preliminary assessment of issue/concerns and improvement considerations. This preliminary assessment enables our team to better direct our focus on effective improvements for the project resulting in targeted field observations. As a result, we are able to focus on the issue(s) at hand and cost-effectively/efficiently identify targeted and implementable improvement alternatives while addressing the concerns raised in the original request. The study team will then formulate recommendations utilizing such resources as the Manual on Uniform Traffic Control Devices (MUTCD), FDOT's Manual on Uniform Traffic Studies (MUTS), FDOT's Traffic Engineering Manual (TEM), the AASHTO Green Book, and the FDOT Design Manual (FDM). Many times, these recommendations include short-term improvements which can be implemented quickly (possibly by maintenance forces) along with long-term improvements that will be constructed at a later date depending on funding sources and availability.

Where safety analyses are involved and require the identification and benefit of specific countermeasures, **Stanley Consultants** will utilize sources such as the FHWA's Highway Safety Manual, CMF Clearinghouse, and Desktop Reference for Crash Modification Factors, to identify potential countermeasures to address identified safety issues. From there, we can conduct a cursory benefit/cost

analysis for the purposes of understanding the cost range for improvements recognizing that to qualify for desired benefit-cost ratios (where it is desired to obtain FDOT assistance with Federal Highway Safety funds a benefit-cost ratio of 2.0 (1.0 for high crash locations) must be achieved). This preliminary assessment enables our team to better direct our focus on reasonable improvements for the project resulting in targeted field observations.

As a result of our safety study experience, while in the field, we are able to focus on the safety issue(s) at hand and cost-effectively/efficiently identify implementable improvement alternatives while addressing critical design considerations such as right-of-way constraints (including constructability considerations), potential utility impacts, ADA challenges, as well as drainage considerations, etc. Each can have a significant impact on the viability of a solution. In the end, City of Port Orange relies upon accurate cost estimates to understand the viability of a project. As part of the study phase, detailed design concepts can be developed that are constructible and, ideally, within the right-of-way and the supporting cost estimate will be thoroughly vetted with the most recently available unit costs.

Traffic Data Collection

Traffic studies conducted for the City will commonly require traffic data collection support, something **Stanley Consultants** is extremely efficient in providing. **Stanley Consultants'** in-house data collection teams complete thousands of traffic counts annually, such as the City's Annual Count Program. We can specifically prioritize City of Port Orange's requests. Our in-house teams complete automated and manual counts in accordance with the FDOT MUTS and the FDOT Data Collection Handbook, using advanced equipment to collect the data. While video is used to record turning movement data, our in-house staff manually count the data in our DeBary office. This allows a higher degree of accuracy and quality control, while maintaining the schedule for deliverables. Our equipment and personnel regularly perform customized or specialized counts as may be needed, such as pedestrian crossings, origin/destination, and speed studies.

Traffic Design

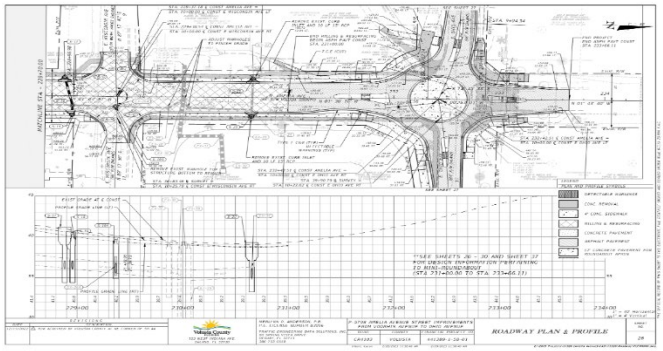
For the development of traffic plans, Tanya King will assign a design team to include a lead professional engineer and an experienced designer. Our approach is to work closely and efficiently with City staff to thoroughly vet out the needs of the project in advance of scope development. Upon authorization, any necessary survey is immediately initiated along with any other critical start-up tasks. Our sub-consultant, Geodata Consultants, Inc. will provide survey services (when needed). Geodata is able to provide up to six survey crews for a wide variety of project needs. In some cases, the design has taken a cost-savings approach, utilizing aerial imagery and as-built plans. Additionally, to expedite the plans review and enhance our design, **Stanley Consultants** will quickly develop preliminary signal plans and meet at the specific intersections with City staff to discuss project-specific items and get buy-in prior to submittal of the first plan set. This in-depth field review promotes a cohesive and comprehensive understanding of the overall project requirements. Key items addressed at the field meeting typically include mast-arm versus strain pole (depending on utility and right-of-way constraints, as well as local preferences/contributions), vehicular detection, emergency pre-emption, power source, fiber drop, and splicing preferences, etc.

Design will then follow, and the project will proceed to the agreed-upon phase submittal, which typically includes a pre-final submittal. Sub-consultant activities will also be conducted, such as subsurface utility exploration (SUE), geotechnical, and structural engineering. Another key item is coordination with the utility companies to obtain the appropriate contact information of the key decision-makers of each utility. For SUE efforts, **Stanley Consultants** ensures we have field representation to provide real-time field response and adjustments should utilities be encountered. This ensures the design proceeds in a timely manner. After submitting a pre-final set of engineering plans, our team will review City comments, coordinate with City staff as necessary to clarify and address the comments, and promptly finalize the plans.

Traffic plans can also vary from the typical traffic signal or turn lane installation. We have developed specialized plans for projects such as road diets and roundabout designs. An example is the Amelia Avenue Improvements LAP project (FPID 441389-1) we completed for Volusia County. This project, running from Voorhis Avenue to Ohio Avenue in downtown DeLand, involved lane repurposing to convert this existing four-lane undivided roadway into a three-lane facility with a center two-way left turn lane. A new roundabout is proposed for the intersection of Amelia Avenue with Ohio Avenue at the north end of the project. New 8-foot concrete

sidewalks will be provided on both sides of the roadway. The project also includes signal improvements at the intersection of Rich Avenue. The project is currently out to bid with construction expected to begin in early 2024.

The **Stanley** team has successfully overcome the challenge of "fitting" the desired improvements within existing limited right-of-way, while avoiding significant impacts to adjacent properties and providing a facility that safely and efficiently meets the needs of all roadway users. Most of the projects anticipated under this contract will be off the FDOT system and as such will be designed to City and Florida 'Greenbook' standards (*Manual of Minimum Standards for Design, Construction, and Maintenance for Streets and Highways*, 2018 edition). However, our staff are also extremely knowledgeable of FDOT policies, procedures, and criteria for those instances where we do have to interface with their roadway network.



Project Management

Regardless of the assignment, we are set up to administer and manage multiple task order type contracts and to succeed using schedule and management tools to ensure nothing "falls through the cracks". We have established a successful task management methodology to ensure that such projects are well-managed, deliverables are on-time, and staff and resources are allocated appropriately and cost-effectively. Our management approach has proven strong and has produced positive results for work efforts similar to the proposed effort, including our past work with City of Port Orange and other government entities. **Stanley Consultants** takes the time to identify the most applicable team players for each given assignment. We evaluate and balance the total workload and established deadlines. We capitalize on individual strengths and avoid overload situations. Our sub-consultants complement our resources; along with supplementing the specialties all team members bring to the City. Finally, we assign tasks to provide new teaching opportunities to staff members to further develop skills with appropriate senior staff oversight provided for all assignments.

Often under these types of contracts, there are relatively tight deadlines and budgets which must be met. The development of a realistic schedule of work is key to the successful completion of the task. Task order proposals can be turned around very quickly by the **Stanley Consultants** team. To initiate work as soon as possible, the following critical steps are undertaken in a timely manner:

- Verbal and/or written notification of Task Order from City's Project Manager
- Initial project (site review if needed) review
- Meeting with City staff (if necessary)
- Development and submission of task order scope
- Discussion of task order scope with City staff (optional)
- Revision and submission of task order scope and fee proposal (if necessary)
- Receipt of Notice to Proceed (purchase order) and the immediate initiation of task activities

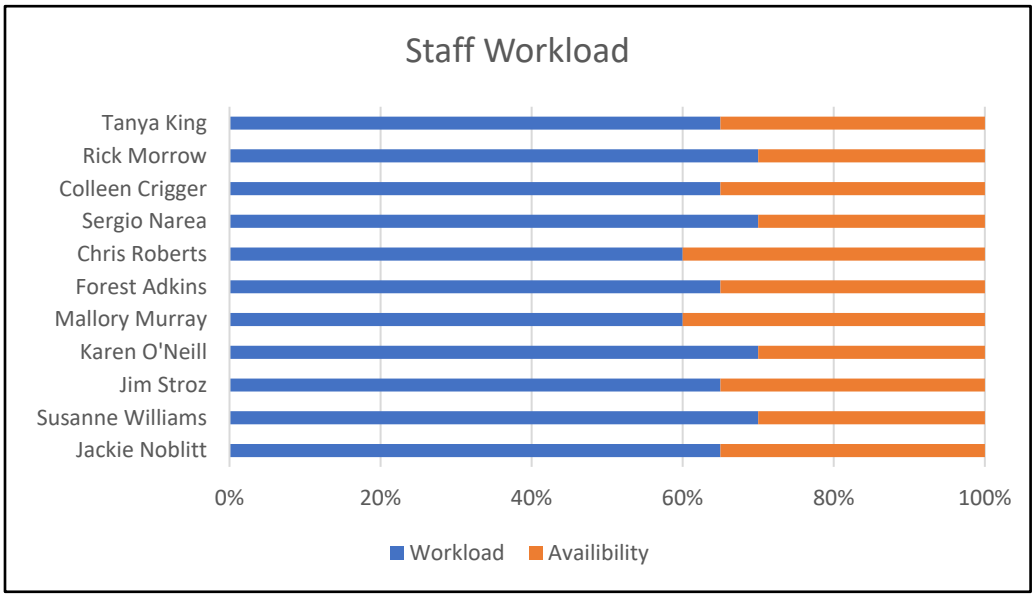
Stanley Consultants is aware of and sensitive to absolute deadlines set through normal project scheduling or even political priorities. By having a sufficient number of well-trained and capable personnel on our team, we are able to adjust to short timelines. Through close interaction with City representatives and the fact that we are located nearby in Volusia County, we are keenly aware of when the next "anticipated crisis" may occur and are able to adjust the resources to meet the assignment. The **Stanley Consultants** team is flexible and able to react quickly to the needs of the City staff. This ability promotes a healthy relationship and allows the City to respond in a timely manner to their constituents.

Stanley Consultants' senior staff understands the success of a project is not only the product developed, but also the process and relationships fostered during the development of the project. The ability to work well with our clients comes through years of hands-on experience and understanding the needs of the client. Our team is led by senior staff that have developed personal and professional relationships with various members of the governmental community and gained the respect of these individuals. This is something that is not given, but earned through proven track records. Our focus is clear…we continue fostering our relationships with our governmental clients through providing quality products in a timely manner at a reasonable price…over and over again.

Ability and Capacity to Perform the Work

With the extensive abilities as previously discussed, **Stanley Consultants** has the expertise and knowledge to take on any assignment. We have the manpower as demonstrated in the chart below as well as a redundancy of other in-house resources as shown in our Organizational Chart. While the loss of key personnel is not expected, **Stanley Consultants** has the staff and capability to fill any void that may arise both locally in DeBary and, if ever needed, through our other offices within Florida and around the country. We are committed to ensure the City of Port Orange receives the best customer service at all times. We are here to serve you.

As for current availability, we have identified the workload and availability summary as provided in the table below. **Stanley Consultants** possesses the necessary availability to promptly serve the City of Port Orange.



Quality Assurance and Quality Control

While speed and efficiency are key in the success of task order type contracts, quality of the draft and final products are not sacrificed. Stanley Consultants has an in-depth quality control / quality assurance plan that ensures all projects that are delivered to the client have been reviewed by senior staff. The quality control / quality assurance plan on each task assignment completed by **Stanley Consultants** will be overseen by our Senior Engineering Manager, Rick Morrow, PE, who signs off on all deliverables prior to submission.

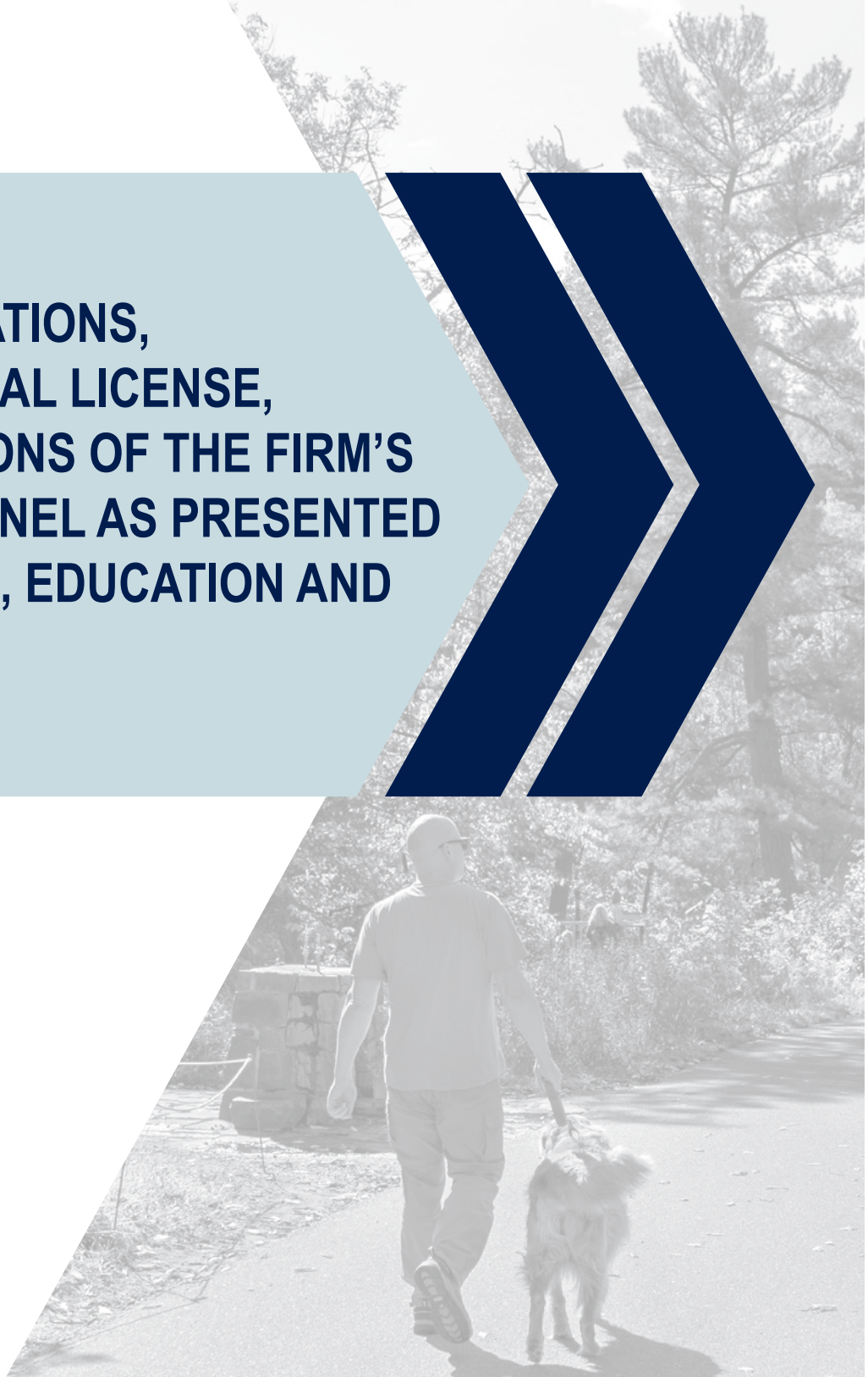
The following is an example of **Stanley Consultants** QA / QC effort on design plans prior to submission to Rick for his sign-off prior to submission to the Client:

A.	The QA/QC Reviewer uses a **yellow highlighter** to indicate approval and red ink to indicate corrections and additions.
B.	The Project Manager uses a **maroon highlighter** to indicate agreement with the changes that the QA/QC Receiver makes.
C.	The CADD technician and / or Sr. Designer uses a **blue highlighter** to indicate that corrections have been made.
D.	The QA/QC reviewer uses a **green highlighter** to verify that the appropriate corrections have been made to the original documents. The QA/QC Reviewer submits the QA/QC plans and corrected documents to the Project Manager.
E.	The Project Manager reviews the corrected documents and QA/QC plans for conformance.

Conclusion – The Stanley Commitment

The **Stanley Consultants** team consists of a group of multi-talented and diversified professionals armed with the training and pertinent project experience needed to assist the City of Port Orange with the successful implementation of this professional services contract. We provide an extensive range of expertise and experience in dealing with both technical and institutional issues. **Stanley Consultants** understands the importance of schedule on these projects, and we are willing and committed to meet the City's time requirements as well. We have had the privilege of providing design services to the City of Port Orange for many years now and, as such, we are "ready to go" on Day 1. Our Team is excited about the opportunity to continue our working relationship with the City of Port Orange on this project and we look forward to your evaluation of our response. Thank you!

C. QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING



Stanley Consultants INC.

LEGEND

1 - Stanley Consultants, Inc.
2 - BFA
3 - GEC
4 - Geodata
5 - RES
(Number in parenthesis denotes total years of experience)

PRINCIPAL IN CHARGE / QUALITY OFFICER
Rick Morrow, PE (30) [1]

PROJECT MANAGER
Tanya King, PE (20) [1]

PLANNING / FEASIBILITY STUDIES
Jackie Noblitt (38) [1]
Paul Schneider (36) [1]
Donna Lewondowski (19) [1]

ROADWAY DESIGN
Forest Adkins, PE (31) [1]
Merlynn Anderson, PE (31) [1]
Mallory Murray, PE (15) [1]
Karen O'Neill, EI (11) [1]
Rusty Kasbeer, PE (5) [1]

TRAFFIC OPERATIONS SAFETY STUDIES
Tanya King, PE (20) [1]
Colleen Crigger, PE (29) [1]
Sergio Narea, PE (14) [1]
Chris Roberts (7) [1]

TRAFFIC & ITS DESIGN
Jim Stroz, PE (27) [1]
Susanne Williams, PE (32) [1]
Alex Mims, PE (15) [1]
Phillip Boykin, PE (15) [1]
Scott Hill (36) [1]
Maxwell Goodrich (8) [1]

DATA COLLECTION
Halley Ferrell (15) [1]
David Mancusi (23) [1]
Adam Koon (12) [1]
Cameron Legaspi (5) [1]

PUBLIC OUTREACH
Colleen Crigger, PE (29) [1]
Rick Morrow, PE (30) [1]
Jim Stroz, PE (27) [1]

CONSTRUCTION SERVICES / CEI
Sandy Piccirilli, PE (41) [1]
John Yochum (32) [1]

ENVIRONMENTAL
Paul Sebert (30) [5]

GEOTECHNICAL & CONTAMINATION
Christopher Meyer, PE (32) [3]

DRAINAGE
Renaud Olivier, PE (34) [1]

STRUCTURES
Nelson Canjura, PE (37) [1]
Luis Santana, PE (17) [1]
Addison Griesbaum, EI (3) [1]

SURVEY & MAPPING/SUE
Christopher Leftakis, PSM (23) [4]
John Campbell, Jr., PSM (39) [4]
Jay Sturgeon, PSM (38) [2]
David Ragland, CST III (29) [2]

BFA
GEC Geotechnical and Environmental Consultants, Inc.
GEODATA CONSULTANTS, INC. SURVEYING & MAPPING
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Project Team

Stanley Consultants has assigned key personnel with relevant knowledge and pertinent experience to lead the project to success, as summarized below. We affirm that each of the key personnel, as well as additional support staff, have ample availability to devote all necessary time to ensure this project is delivered in a high-quality manner, on schedule, and within budget. Below are summaries of their titles and assignments for this project. The following pages provide additional details, including sample projects for each individual. Additionally, we affirm that all personnel listed below and in the following resume pages are to be used in both disciplines that we are hereby submitting this proposal (Planning and Feasibility Studies; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review).

Tanya King, our project manager, brings a wealth of experience and expertise to our team. With a 20-year career in the transportation industry, Tanya has held various leadership roles, including project manager and contract manager. She gained invaluable knowledge and experience during her tenure at the Port of Orange.

Tanya's specific experience includes traffic impact studies, safety analysis, traffic count and speed data analysis, capital improvement projects, roundabout analysis, capacity analysis, traffic forecasting, crash data analysis, and signing and pavement marking design. Her deep understanding of the Port of Orange's policies and procedures allows her to navigate the complexities of transportation projects with ease.

With her comprehensive knowledge and proven track record, Tanya is well-equipped to lead our projects and ensure their successful completion. Her expertise in the Port of Orange's policies and procedures will be invaluable in guiding our team towards excellence. We are fortunate to have Tanya as our project manager, leveraging her experience to deliver outstanding results.

***Tanya King, PE** – Senior Project Manager*
Project Role: Project Manager
Email: kingtanya@stanleygroup.com
Education: M.S., Civil Engineering, North Carolina A&T State University
Registration: Professional Engineer / Florida #70926
Years of Experience: 20; Years at Stanley: 1

Tanya will be supported by the following key personnel as well as the others shown on the organizational chart.

***Rick Morrow, PE –** Senior Engineering Manager*
Project Role: Principal In Charge – Quality Officer
Email: morrowrick@stanleygroup.com
Education: B.S., Civil Engineering, University of Central Florida 1995
Registration: Professional Engineer / Florida #54697
Years of Experience: 30; Years at Stanley: 5

***Colleen Crigger, PE** – Traffic Studies Manager*
Project Role: Traffic Operations/Safety Studies & Public Outreach
Email: criggercolleen@stanleygroup.com
Education: B.S., Environmental Engineering, UCF 1995
Registration: Professional Engineer / Florida #60128
Years of Experience: 29; Years at Stanley: 6

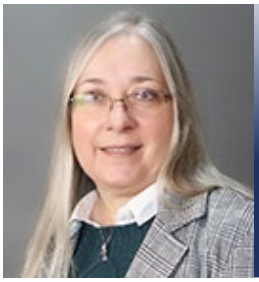
Sergio Narea, PE *- Engineer*
Project Role: Studies and TIA Review Team Leader
Email: nareasergio@stanleygroup.com
Education: MS & BS, *Civil Engineering, University of Central Florida*
Registration: Professional Engineer / Florida #88343
Years of Experience: 14; Years at Stanley: 1

Forest Adkins, PE *– Roadway Design Leader*
Project Role: Roadway Design Team Leader
Email: adkinsforest@stanleygroup.com
Education: B.S., Chemical Engineering, North Carolina State
Registration: Professional Engineer / Florida #56003
Years of Experience: 31; Years at Stanley: 1

Mallory Murray, PE *– Roadway Design Engineer*
Project Role: Roadway Design Team Leader
Email: murraymallory@stanleygroup.com
Education: B.S., Civil Engineering, University of Central Florida
Registration: Professional Engineer / Florida #74792
Years of Experience: 15; Years at Stanley: 1

Karen O'Neill, EI *– Roadway Designer*
Project Role: Roadway Design Team Support
Email: oneillkaren@stanleygroup.com
Education: B.S., Civil Engineering, Roger Williams University / Rhode Island
Years of Experience: 12; Years at Stanley: 8

Jim Stroz, PE *– Senior Project Manager*
Project Role: Traffic Design and Quality Review
Email: strozjim@stanleygroup.com
Education: B.S., Civil Engineering, University of Central Florida
Registration: Professional Engineer / Florida #56984
Years of Experience: 27; Years at Stanley: 1



Susanne Williams, PE *– Senior Project Manager*
Project Role: Traffic Design and Quality Review
Email: williamssusanne@stanleygroup.com
Education: B.S., Civil Engineering, University of Miami; M.S. Civil Engineering, Florida International University
Registration: Professional Engineer / Florida #49486
Years of Experience: 33; Years at Stanley: 8

Jackie Noblitt *– Transportation Planning Group Manager*
Project Role: Planning Team Leader
Email: noblittjackie@stanleygroup.com
Education: B.S., Civil Engineering, University of Wyoming
Years of Experience: 38; Years at Stanley: 25

Resumes for the above key members are provided on the following pages.

TANYA N. KING, P.E., C.P.M

Senior Transportation Engineer
Stanley Consultants
20+ Years of Experience; 1 Year at Stanley

Tanya King is a Senior Transportation Engineer with over 20 years of experience supporting the Traffic Studies Department of Stanley Consultants.

EXPERIENCE

Senior Transportation Engineer
Stanley Consultants

- Reviews traffic impact studies for the City of West Melbourne, City of Edgewater and the City of Ormond Beach
- In-house consultant for the Florida Department of Transportation District 5 Traffic Operations Department

EXPERIENCE PRIOR TO STANLEY

Senior Traffic Engineer
Patel Greene and Associates, LLC

- Prepared and reviewed project proposals, budgets and budget tasks for transportation planning and safety study pursuits throughout the state of Florida.
- Manage and conduct traffic impact studies for residential, commercial, institutional and mixed-use projects in Hillsborough and Polk Counties.
- Reviews Comprehensive Plan Amendments (CPA) and General Development Plan (GDP) traffic impact studies for Manatee County
- Prepared no-passing zone studies for 3R projects throughout the state of Florida.

Traffic Studies Engineer
Florida Department of Transportation, District 1, Bartow, Florida

- Manages the district-wide traffic studies consultant contracts including but not limited to scheduling studies, reviewing reports, preparing study scopes and man-hours, and programming the projects in work program.
- Prepares, reviews and approves budgets, invoices and task work orders for the district-wide traffic studies contracts.
- Prepares and reviews traffic studies reports prepared by staff, consultants for FDOT projects, and the traffic operations district-wide contracts.
- Directs and supervises activities regarding the traffic studies' staff with regards to conducting studies to include signal warrant analysis, ball bank studies, speed studies, and no-passing zone studies.
- Oversees and manages the workload of the traffic studies' staff.
- Provides traffic engineering support to other departments including Planning, Safety and Design. Support includes providing man hours for design projects, providing design and operational improvements, and reviewing speed limit changes.
- Works with Central Office staff on policy changes and engineering decision with regards to traffic studies.
- Coordinates and responds to traffic and operational requests from other departments, private citizens, government entities, and planning organizations. Performs engineering analysis for requests if needed. Requests include but not limited to traffic signal requests, signal phase modifications and determining speed limits.
- Participates on Technical Review Committees for traffic study proposals.

M.S., North Carolina A & T State University, Civil Engineering

B.S., North Caroline A & T State University, Civil Engineering

Professional Registrations

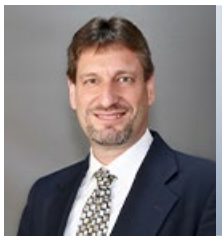
Professional Engineer License: 70926

Professional Societies

- Women Transportation Seminar Member
- Institute of Transportation Engineers Member

Specialized Training and Certifications

- Certified Public Manager
- Level of Service Basic Training
- FWHA Roundabout and Design Training
- Florida Synchro Studio Training Course Version 8
- SIDRA Roundabout Software Training
- Highway Capacity & Traffic Impact Analysis
- Growth Management & Site Impact Workshop
- Florida DOT Management Academy, Supervisors Academy, Project Management Training, and Maintenance of Traffic Intermediate Course



RICK MORROW, P.E.

Senior Engineering Manager
Stanley Consultants, formerly TEDS
30 Years of Experience; 5 years at Stanley

Rick has over 29 years of transportation engineering design and project management experience, the majority with the Florida Department of Transportation (FDOT). For 12 years he served as the District Traffic Operations Engineer, and was responsible for operational studies, traffic regulations, access management, and ITS for District 5. Rick represented the District in public meetings and court proceedings. Rick also served as the District Director of Transportation Development, overseeing Design, Work Program Management, PD&E, Modal Development, Local Agency Projects, and Right of Way. This included oversight of 100's of ongoing projects, with monthly performance reviews and strict accountability.

Traffic Engineering Design

Rick has prepared and reviewed numerous traffic signal, roadway lighting, and signing and pavement marking plans for projects in Florida. His experience includes the design of traditional signals, pedestrian hybrid beacons, emergency signals, interchange signals, signing and pavement marking plans for interstate and arterial projects, and lighting plans.

Traffic Operational Studies

Rick has prepared traffic operational studies including retiming studies, signal warrant analyses, and lighting justification reports. These also include spot-speed studies, mid-block pedestrian crossings, roundabout screening and layout, intersection analyses, corridor analyses, and many types of Safety studies.

Work Program Funding

Rick participated in the development of the District Five Work Program as a Department Head and Director. Working with various fund types, legislative appropriations, and county specific qualifiers, Rick supported balancing strategies as both projected revenues and realized costs were adjusted through WP cycles. Performance measures, specific project commitments, MPO/TPO priorities, and finances require ongoing rebalancing and discussions that Rick regularly participated in, at both district and statewide levels.

Intelligent Transportation Systems

Rick oversaw District Five's ITS section through their integration to Transportation Systems Management & Operations. This included construction, operations, and maintenance of the interstate system while also implementing significantly more complex arterial systems with performance metrics. The Integrated Corridor Management (ICM) strategy then ties these systems together, often across jurisdictional boundaries, to implement real-time traffic management. Rick was also instrumental in data management strategies, leading to new opportunities to partner with transportation providers and connected vehicles. Rick also led the team that developed the District Five Regional Transportation Management Center in Sanford, a state-of-the-art facility designed for multi-modal and multi-agency management.

Access Management

Rick oversaw the Access Management process for FDOT-5, participating in numerous public meetings and council meetings. Additionally, Rick has completed access management studies of existing roadways and developed future plans for median access control.

Education

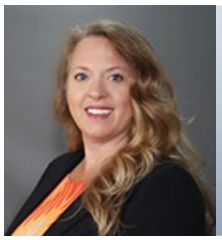
B.S., Civil Engineering, University of Central Florida

Professional Registrations

Professional Engineering, FL, #54697

Areas of Expertise

- Project Management
- Work Program Funding
- Traffic Operations Studies
- Access Management
- S&PM/Signal /ITS Design



COLLEEN CRIGGER, P.E.

Traffic Studies Manager
Stanley Consultants, formerly TEDS
28 Years of Experience; 6 Years at Stanley

Ms. Colleen Crigger is a Senior Transportation Engineer with over 28 years of transportation engineering and planning experience. She has experience working on Florida Department of Transportation (FDOT) districtwide design traffic, districtwide traffic operations, districtwide community traffic safety program, districtwide access management, districtwide community awareness and corridor studies, as well as similar projects for county and municipal agencies. Colleen leads the Traffic Studies Group with multiple studies for FDOT D-5, Volusia County and Lake County. Colleen's major responsibilities have included traffic operations, safety, project development and environment (PD&E) studies, and public involvement.

TRAFFIC OPERATIONAL STUDIES

Colleen has prepared more than 300 traffic operational studies including spot- speed studies, mid-block pedestrian crossings, signal warrant analyses, access management evaluations, lighting justification reports and corridor analyses for such agencies as FDOT, Volusia County, Lake County, along with numerous cities within Central Florida.

TRANSPORTATION PLANNING

Colleen has prepared numerous planning studies including design traffic, traffic impact analyses and various airport multi-modal, way finding and signage and roadway opportunity and constraints projects. She also served as the Assistant Project Manager for the Statewide Access Management contract that included the development of an access management process to be used on all FDOT planning, PD&E and design projects. In addition to the manual, Colleen assisted with the preparation for the access management training seminars at each FDOT District Office.

PUBLIC INVOLVEMENT

Colleen has managed, coordinated and implemented over 50 successful public involvement campaigns for projects, during various phases, including project planning (High Speed Rail), PD&E studies (interstate, state roadway and local roadway widening projects), design projects (resurfacing and widening projects), access management modifications, pedestrian bridges, noise barrier wall construction, and city park improvement projects.

PROJECT EXPERIENCE

TRAFFIC OPERATIONS CONTINUING SERVICES CONTRACT; FLORIDA DEPARTMENT OF TRANSPORTATION; DISTRICT 5

Responsible for overseeing the assignment and completion of all assigned studies. TEDS has been assigned more than 500 work orders for providing various transportation engineering services including pushbutton signal and roadway design plans and traffic operational studies. Traffic operational studies have included spot-speed studies, mid-block pedestrian crossing studies, signal warrant analyses, intersection analyses, corridor analyses, highway lighting justification analyses, left-turn phase warrant studies, ICE analyses and safe-curve speed studies. The studies require documentation and preparation of figures pertaining to existing conditions, collection and assessment of traffic volumes and/or delay data, assessment of crash history, field observations/qualitative assessment, and identification of short-term and long- term recommendations.

Education

B.S., Environmental Engineering, University of Central Florida

Professional Registrations

Professional Engineering, FL, #60128

Areas of Expertise

- Traffic Operations
- Traffic Safety
- PD&E
- Public Involvement

Professional Recognition

- Safe Kids Coalition of Seminole County 2008 Program of the Year Award

SERGIO NAREA, P.E.

Engineer
Stanley Consultants, formerly TEDS
14 Years of Experience; 1 Year at Stanley

Sergio graduated from the University of Central Florida with a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Transportation Systems Engineering.

PROJECT EXPERIENCE

VOLUSIA COUNTY CONTINUING TRAFFIC ENGINEERING

As one of Volusia County's leading transportation engineering firms, TEDS has been assigned more than 35 work orders for providing a wide array of transportation engineering services. Under this contract, TEDS has prepared signal designs for several intersections including Saxon Boulevard/Enterprise Road, Williamson Boulevard/Midway Avenue, Clyde Morris Boulevard/Strickland Road, and Taylor Road at Crane Lakes Boulevard. TEDS also prepared engineering plans for three (3) pedestrian signals on S. Atlantic Avenue in New Smyrna Beach. TEDS has also provided various transportation engineering services including the preparation of a Beach Parking Management Concept Report, development of County guidelines for parking restrictions at mid-block crosswalks, sight distance evaluation for Turnbull Bay Road curve improvement, left-turn phase and signal warrant analyses, residential traffic control plan, school zone analysis, and an assessment of department operations. TEDS also was called upon to conduct approximately 250, 48-hour bi- directional counts for the annual traffic count program.

- Taylor Branch Road Lane Evaluation
- County Road 92 at Shopping Center Driveway just West of U.S. 17/92 Signal Warrant Analysis
- Traffic Operations/Safety Study LPGA Boulevard at Tomoka Farms Road
- Traffic Operations/Safety Study Woodward Avenue Elementary School
- Intersection Evaluation Williamson Boulevard at Roscoe Turner Trail
- Qualitative Access Management Evaluation Williamson Boulevard

LAKE COUNTY CONTINUING TRANSPORTATION ENGINEERING

Having served the County for more than five (5) years, TEDS has provided a vast array of studies including intersection analyses, ALL-WAY STOP analyses, signal warrant analyses, safe-curve evaluations, speed studies, truck studies, and a school zone evaluation. TEDS also prepared crash analyses for CR 473, Lakeshore Drive, and Lake Louisa Road, studies that ultimately led to securing federal highway funds from FDOT for funding of safety-related improvements. In addition, TEDS prepared signal plans for three (3) intersections on Hancock Road as well as interconnect plans.

- Thrill Hill Speed Study (from SR 44 to Bill Collins Road)
- Crash Evaluation on Lakeshore Drive from Hull Road to Harder Road/Lake Susan Court
- Speed Zone Study Lake Louisa Road from Hammock Ridge Road to US 27

TRAFFIC IMPACT STUDIES

- Planned Community Westside Traffic Monitoring Study – Port Orange, Volusia County
- Vineland Reserve Development – City of Deltona, Volusia County
- Vineland Reserve Development – City of Deltona, Volusia County
- Coquina Cove Development – Port Orange, Volusia County
- Blue Origin Development – Brevard County

Education

MSCE University of Central Florida/ 2016
BSCE University of Central Florida/ 2008

Professional Registrations

Professional Engineering, FL, #88343
11/20/2019

Areas of Expertise

- Transportation Engineering
- Environmental Consulting
- AutoCAD
- MicroStation

FOREST ADKINS, P.E.

Transportation Department Manager
Stanley Consultants
31 Years of Experience; 1 Year at Stanley

Forest has over 30 years of progressive design and project management experience covering a wide range of transportation projects in both Florida and North Carolina. His representative projects include sidewalks, intersection improvements, roundabouts, rural and urban RRR milling and resurfacing, and limited access roadways with interchanges for multiple public and private clients including cities, counties, and FDOT. His experience also includes the design and permitting of both primary and secondary drainage systems.

SELECTED PROJECTS

US 1 (SR 5) at Fay Blvd Intersection Improvements; FDOT District 5; Orlando, FL
Mr. Adkins is serving as Quality Control Reviewer on this project.

Traffic Operations Improvements in Downtown Bradenton; FDOT District 1
Mr. Adkins is serving as Deputy Project Manager on this project.

EXPERIENCE PRIOR TO STANLEY

SR 26A; FDOT District 2
This project consisted of the reconstruction of 2.0 miles of SR 26A through downtown Gainesville, including two new stormwater ponds and a new bridge over Hogtown Creek. Mr. Adkins served as Drainage Engineer responsible for pond design and SJRWMD permitting.

SR 10; FDOT District 2
This 0.9-mile reconstruction project was in the urban area of Jacksonville. As a part of the project 2 new stormwater ponds were also designed, permitted, and constructed prior to the project going design-build. Mr. Adkins served as Drainage EOR on this project responsible for pond design and SJRWMD permitting.

Minor Federal Enhancement Groupings; FDOT District 2
Assignments under this contract included design of an asphalt bike path in Clay County and design of new sidewalks along Harris Street in the City of Hastings in St. Johns County. Mr. Adkins served as Project Engineer.

Districtwide Quality Assurance; FDOT District 5
Under this contract submittals for District 5 projects are reviewed for conformance to standards and design criteria. Also included were reviews of 3D models developed using ORD. Mr. Adkins served as both Project Manager and Senior Roadway Reviewer.

Districtwide Miscellaneous Design Contracts #104 & #91; FDOT District 5
Assignments under these two Districtwide contracts included the following projects: **SR 15** (3.1 miles RRR), **SR 600** (4.4 miles concrete rehabilitation), **SR 35** (6.3 miles RRR with sidewalk), **SR 436** (2 projects, 5.3 total miles of drainage repair, ADA, and transit improvements), **SR 530** (1 mile RRR) and **SR A1A** (4.1 miles RRR and ADA improvements) in Orange, Seminole, Volusia, and Sumter counties. Mr. Adkins served as Project Engineer along with being EOR on the SR 35 and SR 436 projects.

Education

B.S., North Carolina State University, Chemical Engineering

B.S., North Carolina State University, Science Education

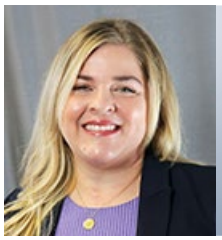
Professional Registrations

Professional Engineering: FL #56003

FDOT Advanced Maintenance of Traffic

Professional Societies

- American Council of Engineering Companies
- American Society of Civil Engineers
- American Society of Highway Engineers



MALLORY MURRAY, P.E.

Senior Transportation Engineer
Stanley Consultants
15 Years of Experience; 1 Year at Stanley

Ms. Murray has 15 years of experience in roadway design and plans production including horizontal and vertical alignment based on FDOT and AASHTO standards. She also has experience in the design of secondary drainage systems. Ms. Murray has worked on projects for a wide variety of clients including FDOT Districts 1, 5 and 7, Florida's Turnpike Enterprise, and many other county and city municipalities. She has been responsible for development of plans, specifications, cost estimates and final delivery, ensuring the accurate, cost-effective and timely completion of our projects to meet or exceed client expectations. She is extremely familiar with OpenRoads Designer/FDOTConnect, 3D modeling, MicroStation, and GEOPAK. She has also attended courses on roundabout design and design exception/design variation, as well as being FDOT Specifications certified.

SELECTED PROJECTS

SR 438 Intersection Improvements from Kingsland Ave to Princeton St; FDOT District 5; Orlando, FL
Ms. Murray is serving as Lead Roadway engineer on this project, responsible for the modeling of curb ramps, pedestrian refuse islands and maintaining existing pedestrian route along a corridor with tight R/W.

US 1 (SR 5) at Fay Blvd Intersection Improvements; FDOT District 5; Orlando, FL
Ms. Murray as Lead Roadway engineer on this project is responsible for the modeling of curb ramps, pedestrian refuse islands and sidewalk.

Traffic Operations Improvements in Downtown Bradenton; FDOT District 1; Orlando, FL
Ms. Murray is serving as Lead Roadway engineer on this project, responsible for the roadway design and intersection improvements along several intersections in Downtown Bradenton.

EXPERIENCE PRIOR TO STANLEY

SR 552 At SR 436; FDOT District 5; Orlando, FL
Ms. Murray was Engineer of Record for this project which involved adding a westbound right turn lane at this intersection. The project also included drainage modifications, pavement design, signing and pavement marking upgrades, signal updates, Temporary Traffic Control design, and new ADA compliant curb ramps. The design was accomplished with a substantial savings of time and money due to an innovative widening design that eliminated the need for R/W on an adjacent church parcel.

SR 46 From East of Vista View Lane to East of Round Lake Road (Wekiva Section 3A); FDOT District 5; Lake County, FL
Ms. Murray served as Lead Roadway Engineer on this project which reconstructed SR 46 from a 2-lane rural roadway to a 6-lane divided urban roadway with bike lanes and sidewalks for approximately 1 mile in length just east of US 441. The project also involved construction of a new signal at Round Lake Road along with improvements to that facility north and south of SR 46.

Education

B.S., University of Florida, Civil Engineering

Professional Registrations

Professional Engineer: FL #74792

Professional Societies

- American Society of Civil Engineers
- Florida Institute of Consulting Engineers

Specialized Training and Certifications

- FDOT Advanced MOT Certified
- FDOT Spec Package Training

KAREN O'NEILL, E.I.

Transportation Consultant
Stanley Consultants, formerly TEDS
12 Years of Experience; 8 Years at Stanley

Ms. Karen O'Neill is a Civil Engineer / Land Development Designer at Stanley Consultants. Karen's experience includes transportation engineering, drainage and permitting, water and wastewater design, lift station design and land development. Below are some of the projects Karen has been involved with since joining TEDS.

PROJECT EXPERIENCE

MINOR ROADWAY DESIGN PROJECTS

- Amelia Avenue Roadway Diet, Volusia County, FL – Roadway diet improvement project with sidewalks and right-of-way acquisitions.
- Fort Florida Road Improvements, Debary, FL – Intersection improvement project with sidewalks, drainage design and associated permitting.
- Lake Ella Road, Lake County, FL – Lane widening and shoulder project with site grading.
- W. Turgot Right Turn Lane, Edgewater, FL – Design of a right turn lane on Turgot Ave. to US 1 and associated permitting.

DRAINAGE DESIGN / PERMITTING PROJECTS

- Veteran's Memorial Parkway, Orange City, FL – Design and permitting of an extensive drainage system consisting of 43 swales, 31 check dams, and a 20 ac-ft retention pond to provide treatment and retention for a 1.0 mile long roadway improvement project.
- SR A1A North of Coral Way, Brevard County, FL – St. John River Water Management District General permit for construction of mid-block pedestrian crossing with refuge island and sidewalk.

SIDEWALK AND TRAIL PROJECTS

- SUN Trail SJR2C Loop Trail, Port Orange, FL – Shared Use Path along Spruce Creek Road and boardwalk over wetland areas with associated drainage design and permitting.
- Victoria Gardens, Port Orange, FL – Sidewalk improvements on Victoria Gardens Boulevard and associated permitting.
- N. Orange Avenue at Graves Avenue, Orange City, FL – Sidewalk and ADA improvements on N. Orange Avenue.
- W. French Avenue, Orange City, FL – Sidewalk improvements with the addition of a bicycle lane on W. French Avenue.

FEASIBILITY STUDIES

- Jackson Street, Port Orange, FL – Feasibility study and concept plans for design and analysis of 0.6 miles of sidewalk and pedestrian safety upgrades.
- Madeline Avenue Phase 1 & 2, Port Orange, FL – Feasibility study and concept plans for design and analysis of 2.5 miles of shared use path, sidewalks, and pedestrian safety upgrades.
- Dunlawton Avenue and Nova Road, Port Orange, FL – Feasibility study and concept plans for design and analysis of 15 intersections for ADA sidewalk compliance, sidewalk gap design and signalization upgrades.

Education

B.S., Civil Engineering, Roger Williams University/Rhode Island

Professional Registrations

Engineering Intern, Rhode Island

Areas of Expertise

- Transportation Engineering
- Drainage Design & Permitting
- S & PM Design
- Pedestrian Safety Studies
- Access Management
- Water/Wastewater Design
- Lift Station Design
- Land Development
- AutoCAD Civil 3D

JAMES S. STROZ, JR., P.E.

TSM&O Department Manager
Stanley Consultants
27 Years of Experience; 1 Year at Stanley

Jim has over 27 years of transportation engineering design and project management experience, the majority with the Florida Department of Transportation (FDOT). For 12 years he served as the Assistant District Traffic Operations Engineer and his last 5 years served as the District Traffic Operations Engineer. Jim was responsible for operational studies, traffic regulations, access management, pushbutton designs, District Safety program, and TSM&O group for District 5. Jim represented the District in public meetings, local agency board meetings, and court proceedings. Under his oversight, the Traffic Operations Unit completed over 400 studies and design efforts each year, which improved the efficiency and safety of the District's roadway network.

EXPERIENCE

TSM&O Department Manager

As a member of Stanley Consultants, Jim serves as the TSM&O Department Manager. His group focuses on various types of designs and studies to assist with the management and operation of the transportation system.

Traffic Engineering Design

Jim has prepared and reviewed various types of design efforts throughout his career. His experience includes hundreds of signal designs and signing and pavement marking designs. The design efforts have ranged from quick-response pushbutton designs to major Interstate and arterial widening projects.

Traffic Operational Studies

Jim has completed, reviewed, and approved all types of traffic operational studies, including signal warrant analyses, intersections analyses, retiming studies, pedestrian safety studies, and Intersection Control Evaluations.

Intelligent Transportation Systems

As Jim led the District 5 Traffic Operations Unit, he provided oversight for various aspects of the TSM&O program, which included Integrated Corridor Management of the I-4, I-95, and I-75 corridor. His group also provided management and operations of I-4 Express, which is 20+ miles of managed lanes through the Orlando section of Central Florida.

SELECTED PROJECTS

TRAFFIC OPERATIONS CONTINUING SERVICES CONTRACT; FLORIDA DEPARTMENT OF TRANSPORTATION; DISTRICT 5

Jim serves as the Senior Engineer under this contract. TEDS has been assigned more than 500 work orders for providing various transportation engineering services including pushbutton signal and roadway design plans and traffic operational studies. Traffic operational studies have included spot-speed studies, mid-block pedestrian crossing studies, signal warrant analyses, intersection analyses, corridor analyses, highway lighting justification analyses, left-turn phase warrant studies, ICE analyses and safe-curve speed studies.

Education

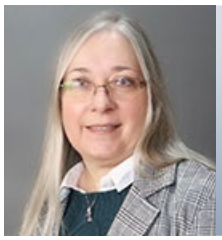
B.S., Civil Engineering, University of Central Florida

Professional Registrations

Professional Engineering, FL #056984

Areas of Expertise

- Leadership
- Traffic Studies and Design



SUSANNE S. WILLIAMS, P.E.

Senior Transportation Engineer
Stanley Consultants, formerly TEDS
33 Years of Experience; 8 Years at Stanley

Susanne has over 33 years of transportation engineering design and project management experience, the majority of which was with the Florida Department of Transportation (FDOT). For 11 years she served as the District Traffic Design Engineer and was responsible for the production and review of signing and marking plans, as well as signalization and lighting plans. Susanne has served as the project manager and/or engineer of record on well over 100 projects including 45 widening and more than 40 resurfacing projects along with other projects including overhead signing replacements, pedestrian lighting and signal projects. She has also been responsible for complex roadway design plans and milling and resurfacing projects. Susanne has been leading the Traffic Design Unit with projects for FDOT D-5, Volusia County, Central Florida Expressway Authority (CFX), Reedy Creek Improvement District (RCID), and Florida's Turnpike Enterprise (FTE).

Traffic Engineering Design

Susanne has prepared and reviewed a significant number of traffic signal, roadway lighting and signing and pavement marking (S&PM) plans for projects primarily on the State Highway System in the Central Florida area. Her experience includes the design of traditional signals, emergency signals, interchange signals, signing and pavement marking plans for interstate and arterial projects, roundabouts and DDIs, and high mast and conventional lighting plans.

Traffic Operational Studies

Susanne has prepared traffic operational studies including retiming studies, signal warrant analyses, and lighting justification reports. She recently completed a series of four ERCARs (Signing Evaluations primarily) for Florida's Turnpike Enterprise (FTE). As part of these studies, she evaluated over 1200 individual signs and made recommendations for their removal or replacement. Following the completion of these ERCARs, she led the design effort for the replacement of more than 750 signs on six Signing Replacement projects for FTE on Polk Parkway, Suncoast Parkway, SR 528, SR 429, SR 417 and Florida's Turnpike.

PROJECT EXPERIENCE

I-95 at Pioneer Trail; FDOT District 5; Volusia County, FL

This roadway improvement project includes the design of a new interchange on I-95 along with roadway improvements on Pioneer Trail. TEDS is responsible for lighting the I-95 mainline, Pioneer Trail, including one roundabout and the design of 3 new signals.

US 92 at Mainland High School & US 92 at Daytona State College / Tarragona Plaza; FDOT District 5

These two projects included the design of a Pedestrian Hybrid Beacon (PHB), also known as a HAWK pedestrian traffic signal and a signalized Restricted Crossing U-turn (RCUT) traffic signal with pedestrian features traversing the center median. Both projects were fast-tracked in order to be completed prior to the school year beginning. Susanne was the EOR for the signing and marking, signal and lighting plans for both of these projects.

US 1, SR 5A, SR 423 & SR 50 Pedestrian/Intersection Lighting Upgrades; FDOT District 5; Volusia & Orange Counties, FL

As part of FDOT's effort to improve safety at signalized intersections, TEDS evaluated the existing lighting at 43 intersections on US 1 and SR 5A in Volusia, and 83 intersections on SR 423 and SR 50 in Orange and made recommendations for pedestrian lighting upgrades.

Education

BSCE, 1990 University of Miami

MSCE, 1997 Florida International University

Professional Registrations

Professional Engineering, FL, #49486

Areas of Expertise

- Project Management
- Traffic Operational Studies
- S&PM / Signal / Lighting Design

Certifications

- FDOT Specifications Training

JACKIE NOBLITT

Principal Transportation Engineer
Stanley Consultants
38+ Years of Experience; 25 Years at Stanley

Jackie has specialized transportation experience since 1983 with a focus on technical management coordination of multidiscipline teams for the preparation of Alternative Selection Reports, Design Concept Reports, Interchange Justification Reports and environmental documents, including EAs and CEs. In addition to a solid transportation engineering background, Jackie has experience in environmental and regulatory compliance, NEPA requirements, facilitation of public meetings, and FHWA standards and requirements. Her project management experience includes preliminary and final design of transportation projects, cost estimating, report preparation, and construction management. She has worked on major public projects involving the design of interstate highways, interchanges, arterial streets, drainage systems, highway safety improvements, viaduct replacement projects, and HOV/transit corridors. She was responsible for managing a light rail extension preliminary design contract.

EXPERIENCE

I-17, Indian School Road Traffic Interchange, Phase 1, ADOT

Project Manager responsible for a Design Concept Report and environmental document (CE) for reconstruction of the traffic interchange to a three-level diamond. Jackie managed the study to examine alternatives, improve the safety and operational characteristics and maintain property access around the I-17/Indian School Road TI while adding a flyover structure to convey east-west traffic above the TI ramp intersections. She directed the development of a unique three-level design concept to reconfigure the TI to improve traffic flow and support planned future growth and development along Indian School Road.

Gilbert SR202L/ Lindsay Road TIDCR, Town of Gilbert

Project Manager responsible for preparing a Design Concept Report and NEPA clearance for new freeway access at Lindsay Road and the Santan Freeway in Gilbert, AZ. The goal of the selected alternative is to meet long-term transportation needs, satisfy the requirements of the National Environmental Policy Act (NEPA), and obtain public support. Work elements include stakeholder and public involvement, alternatives analysis, technical studies, and extensive coordination with canal owners and utilities.

SR 87 Slate Creek Curve and Truck Escape Ramp, ADOT

Project Manager responsible for the preparation of predesign and final design of safety improvements including the horizontal curvature on NB and SB SR 87 at MP 228.0, evaluate and design a truck escape ramp near MP 227, and three miles of northbound advance warning signs for the downgrade and curve.

I-17, SR 101L to Black Canyon, Widening Study, ADOT

Project Manager responsible for contract management, overall schedule and budget control and subconsultants. Project included preparation of design concept studies, general plans, and estimate of cost. Preparation of a Design Concept Report (DCR) and associated environmental studies for the addition of High Occupancy Vehicle (HOV) and general use lanes to the existing freeway corridor. The study encompasses flat urban terrain and rugged rural terrain in two counties and two ADOT districts. The geometrics of the Table Mesa interchange was evaluated, as well as the need for and operations of frontage roads in a 6-mile section of the corridor. The study corridor extends from SR101L to Black Canyon City, for a distance of 30 miles.

B.S., University of Wyoming, Civil Engineering, 1984

Professional Registrations

Professional Engineer License (AZ): 30472

Professional Societies

» American Society of Civil Engineers

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LICENSEE DETAILS

1:13:38 PM 11/22/2023

Licensee Information

Name:	KING, TANYA NICOLE (Primary Name)
Main Address:	3103 UNITED KINGDOM CIRCLE 2910 WINTER PARK Florida 32792
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	70926
Status:	Current,Active
Licensure Date:	01/28/2010
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/14/2008

Alternate Names

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LICENSEE DETAILS

1:19:49 PM 11/22/2023

Licensee Information

Name:	MORROW, RICHARD BRIAN (Primary Name)
Main Address:	1108 CALDWELL AVENUE ORANGE CITY Florida 32763
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	54697
Status:	Current,Active
Licensure Date:	07/26/1999
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

1:34:27 PM 11/22/2023

Licensee Information

Name:	CRIGGER, COLLEEN THERESE (Primary Name)
Main Address:	5769 AUTUMN CHASE CIR. SANFORD Florida 32773
County:	SEMINOLE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	60128
Status:	Current,Active
Licensure Date:	06/23/2003
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

1:35:18 PM 11/22/2023

Licensee Information

Name:	NAREA, SERGIO ENRIQUE (Primary Name)
Main Address:	450 BRIARBROOK WAY DELAND Florida 32724
County:	VOLUSIA
License Mailing:	450 BRIARBROOK WAY DELAND FL 32724
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	88343
Status:	Current,Active
Licensure Date:	11/20/2019
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	12/12/2017

Alternate Names

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LICENSEE DETAILS

1:27:59 PM 11/22/2023

Licensee Information

Name:	ADKINS, FOREST WAYNE (Primary Name)
Main Address:	722 GLEN EAGLE DRIVE WINTER SPRINGS Florida 32708
County:	SEMINOLE
License Location:	80 SPRING VISTA DRIVE DEBARY FL 32713
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	56003
Status:	Current,Active
Licensure Date:	07/25/2000
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

1:31:30 PM 11/22/2023

Licensee Information

Name:	MURRAY, MALLORY JANE (Primary Name)
Main Address:	2909 DEPAUW AVE ORLANDO Florida 32804
County:	ORANGE
License Mailing:	2909 DEPAUW AVE ORLANDO FL 32804
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	74792
Status:	Current,Active
Licensure Date:	06/08/2012
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	01/20/2012

Alternate Names

Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

1:36:23 PM 11/22/2023

Licensee Information

Name:	STROZ, JAMES STEPHEN JR. (Primary Name)
Main Address:	1121 GOLFSIDE DRIVE WINTER PARK Florida 32792
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	56984
Status:	Current,Active
Licensure Date:	02/15/2001
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

1:37:11 PM 11/22/2023

Licensee Information

Name:	WILLIAMS, SUSANNE S (Primary Name)
Main Address:	511 JOHN THOMAS AVE. DELAND Florida 32724
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	49486
Status:	Current,Active
Licensure Date:	07/19/1995
Expires:	02/28/2025

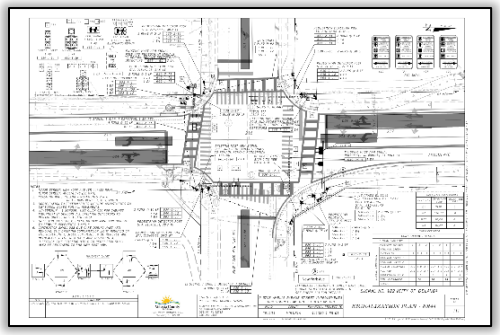
Special Qualifications	Qualification Effective

Alternate Names

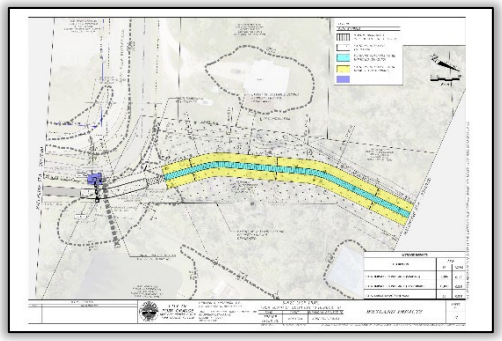
D. QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES

Innovative Approach and Value Added Services

At **Stanley Consultants**, our staff is consistently looking for more cost-effective solutions to our projects. For many projects, the approach and solution are straightforward. However, our staff thrive when required to think outside the box. From crafting a project approach that expedites the schedule to ensure federal funding is secured to the development of innovative designs, to implementing a project that has significant utility or right-of-way constraints, the Stanley Team is ready to take on any challenge. Our roadway design staff's primary source of innovation is our **experience**. This experience allows us to foresee problems in design before they occur in construction and develop solutions to either avoid or address them. The following are examples of where our Team provided innovative solutions:



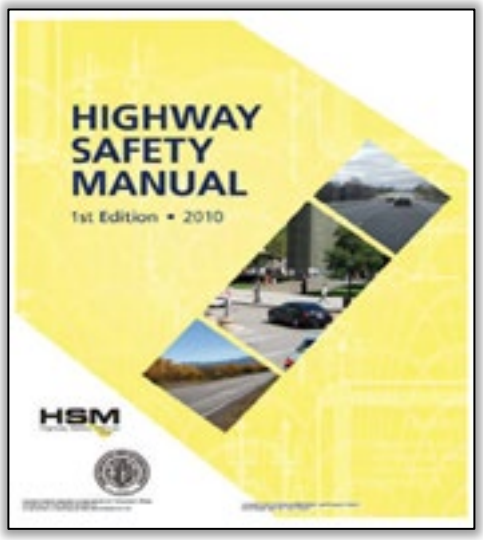
The Amelia Avenue project design required concrete slabs to be replaced in the middle of an existing intersection. Replacing these slabs with standard concrete pavement would require a 30-day cure period, closing the intersection to traffic for an extended period of time. Instead of this approach, Stanley proposed slab replacement with high-early strength concrete per Section 353 of the FDOT Standard Specifications, avoiding this extended closure. Our experience also allows us to tailor the design and plans production efforts to meet the needs of each individual project, regardless of project size, rather than providing a standard 'one size fits all' approach.



For the **SJR2C Loop Trail Spruce Creek Road** project Stanley employed the use of **3D design** using AutoCAD Civil3D. We used this methodology to optimize the profile for the SJR2C Loop Trail, balancing cut and fill to achieve a net reduction in impacts to the 100-year floodplain. Output from the modeling was included in the Stormwater Report submitted to SJRWMD to demonstrate compliance.

The **Ft. Florida Road** project, which is being designed under Stanley's Continuing Services contract with the City of DeBary, involves the realignment and reconstruction of just over a quarter mile of two-lane roadway adjacent to the Riviera Bella subdivision. Planned improvements include converting the roadway from rural to urban, raising the profile and adding a drainage system, and providing a new concrete shared-use path along the west side. Stanley has submitted preliminary plans to the City and our staff is currently working with them and with SJRWMD to determine the best method of stormwater management for the project – either underground exfiltration or a stormwater pond. Our team was faced with numerous challenges including a 90^0 turn in the alignment, tight right-of-way, numerous driveways, high groundwater, and an existing gravity wall which had to be avoided. Stanley used 3D modeling in MicroStation OpenRoads to optimize the roadway alignment and profile, generating limits of construction in real time and allowing us to review the impacts of design decisions and adjust the geometry as needed much more quickly than by using traditional methods. The model also allowed us to cut cross-sections at critical locations to assess driveway tie-downs and identify (or avoid) the need for temporary easements or rights-of-entry.

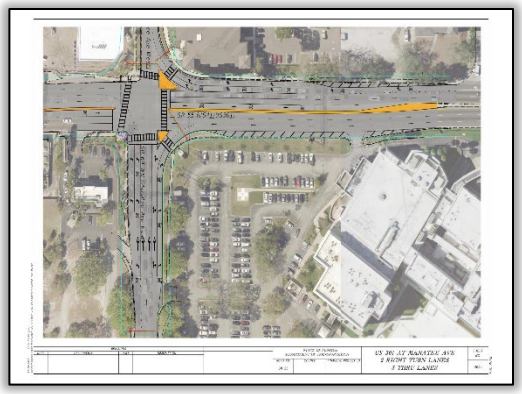
West Highbanks Road from W of South Shell Road to US 17-92, City of DeBary: This intersection improvement project west of US 17-92 (Charles R. Beall Boulevard) consisted of minor widening to lengthen turn lanes along with providing a new rectangular rapid-flashing beacon (RRFB) controlled crosswalk between the intersections of North Shell Road and South Shell Road. Because the existing FDOT drainage system is currently at capacity, an underground exfiltration system was designed to store the difference in pre/post stormwater runoff from the new roadway. A Drainage Connection Permit was obtained from FDOT along with a Permit Modification from SJRWMD. This project was also designed under our City of DeBary contract and construction was completed in the summer of 2023.



For our **Safety Studies**, it is best practice to identify short-term, mid-term, and long-term solutions based on crash analysis. Short-term solutions are typically maintenance-type items, while the mid/long-term solutions are those that require Benefit Cost/Net Present Value (BC/NPV) justification. Countermeasures are selected based on the crash reduction they are projected to provide, pending the BC/NPV analyses. Our approach is to utilize more reliable countermeasures where an empirical bayes approach can more readily ensure a reduction in crashes. While the countermeasure database continues to evolve and statistical reliability improves, many countermeasures still rely upon crash modification factors for determining the crash reduction benefit which requires focusing on more reliable 4/5-star CMFs. In the end, the primary objective for every safety study is to provide a high-quality improvement concept and accurate cost estimate that effectively addresses an identified safety issue.

We understand that a “picture is worth a thousand words” and it is important the concepts are clear to understand and are a powerful tool to help reinforce a proposed safety countermeasure. It is also imperative that concepts are properly vetted to ensure feasibility/viability. **Stanley Consultants** has assisted FDOT on a variety of concept-development efforts, including access management improvement concepts for SR 867, SR 600, SR 544, and SR 33 used for the public meetings. We also currently serve as an on-call consultant for FDOT District 5 Traffic Operations routinely providing various CAD concepts for meetings with the District’s Executive Team, elected officials, or part of a public engagement campaign.

As it relates to **Data Compilation/Analytics**, the **Stanley Team** has a wide array of expertise. Under our current FDOT safety contracts, **Stanley Consultants** conducted a lane-departure assessment of Sarasota and Manatee Counties by using FDOT’s GIS to quickly sort through thousands of crashes. From this, we identified 20 hot spots on controlled-access facilities and 10 hot spots on limited-access facilities. Countermeasures were then promptly identified for each location. Similarly, this exercise was used to identify more common characteristics for those high crash locations, providing a guide to the Department for systemic countermeasure implementation to address lane departure crashes.



Stanley Consultants has extensive experience with **Alternative Intersection Designs** and is currently designing a quadrant roadway improvement for the US 41/Manatee Avenue intersection in Bradenton (FPID 444807-2/3/4). **Stanley** is also part of the roundabout design team for SR 81 at Bermont Road, and designed FDOT District Five's first signalized RCUT on SR 436. We are also currently providing traffic design services for closely spaced RCUTs on US 192 in St. Cloud, born out of a Stanley study to address safety challenges associated with students crossing this six-lane roadway.

Our Team has conducted countless bicycle and pedestrian studies and has comprehensive experience with section 5.2 of the TEM. Our studies have resulted in various countermeasures including midblock crosswalks/PHBs on SR 739 in Fort Myers (currently under design) and a midblock crosswalk/RRFB on US 41 SB at Charlotte Avenue. We have also provided retrofit lighting design for more than 150 signalized intersections on the FDOT State Highway System.

Together, these experiences represent a broad range of project experiences that were enhanced with innovative solutions throughout the engineering process. At Stanley, thinking innovatively is encouraged and expected as normal procedure.

Delivering Projects on Time and Within Budget

Stanley Consultants is committed to client service by providing high quality services on a timely basis and within budget. Each project requires unique skills and capabilities and for that reason, we always ensure that the appropriate staff are assigned to each task assignment. Aside from specific skill sets, our culture is built upon each employee taking ownership of every assignment, further enhancing our quality and commitment to schedule. Missing a deadline is not an option for us. But, we also make sure the appropriate checks and balances are in place and proper reviews made by senior level staff so that our deliverables, from initial to final, are accurate and sound. Our senior staff members stay continuously involved with every project, and they oversee all production work performing QA/QC before any deliverables ever leave the shop. This is a large part of why we are repeatedly selected by our clients to serve on their continuing contracts.

We are set up to manage multiple projects using schedule and management tools to ensure nothing "falls through the cracks." We have established a successful task management methodology to ensure that such projects are well-managed, deliverables are on-time, and staff and resources are allocated appropriately and cost-effectively. Our management approach has proven strong and has produced positive results for work efforts similar to the proposed effort. **Stanley Consultants** takes the time to identify the most applicable team players for each given assignment. We evaluate and balance the total workload and established deadlines. We capitalize on individual strengths, and avoid overload situations.

E. FINANCIAL STABILITY/ LITIGATION AND DEBARMENT HISTORY

Financial Stability

Stanley Consultants provides full-service multi-disciplinary technical, management and advisory services to strategic public, private and federal clients. Stanley has successfully completed more than 50,000 engagements in all 50 states and 120 countries, over its 110+ year history. Stanley is an employee-owned company of designers, engineers, scientists, technologists, innovators, and client -service experts and employs approximately 900 employees across 30 offices worldwide and ranks in the ENR Top 100 global design firms. Stanley traces its roots back to 1913 and is financially sound and stable and has the financial capacity to meet the requirements of this project. The company is rated 1R2 by Dun & Bradstreet. The Company has access to $7 million line of credit. Our company financials are provided in the confidential separate envelope with this submittal package.

Performance Default

Stanley Consultants has not been terminated for default or failed to complete a project in the last five years. No performance-related terminations have occurred within that timeframe. This includes both Stanley Consultants and its officers and directors. No debarment actions have been taken against Stanley Consultants. The company has never been named in a class actions, industry investigation by Attorneys General or anything of that nature.

Litigation and Claims – 5 Year

As a major international engineering and architectural firm, Stanley Consultants, Inc., (Stanley) becomes involved from time-to-time with litigation involving its projects. None of these are significant to the company's ongoing business operations. And in no cases has a court or administrative agency ruled against the firm in any matter related to the professional activities of the company.

However, the proceedings involving the company in the last five years include:

- (Iowa) In 2019, Stanley was added as a defendant in case involving a burn pit on a construction site that caused minor damage to trees and landscaping owned by an adjacent landowner. Stanley, as part of a joint settlement, resolved the case.
- (Texas) In 2020, Stanley was added as a defendant in a lawsuit by a condominium association against the parties involved in the development and construction of the property. Stanley's services were not related to the allegations and was released from the lawsuit.
- (Iowa) In 2020, Stanley was added as a defendant in a lawsuit between a construction contractor and their civil subcontractor. Stanley, as part of the resolution between the contractor and their sub, settled the case.

DUNS Number

Our DUNS Number is **00-789-9056**.

F. REFERENCES

Professional References

We have thoughtfully selected the following professional references that showcase our team's proven track record and expertise in delivering successful projects throughout Florida. Our relationship with these references highlight our ability to meet and exceed client expectations time and time again. By including these references, we aim to offer tangible evidence of our team's technical proficiency, problem-solving skills, and commitment to delivering high-quality outcomes. We encourage thorough review and contact of our references to provide additional assurance of our capabilities and dedication to project excellence.

More information on references is included in Form 9.8 as requested.

1.) Jay Williams, PE – Volusia County Traffic Engineer

Email: JIWilliams@volusia.org
Phone: 386-736-5967
Address: 123 West Indiana Avenue, DeLand, FL 32720

2.) Steven Bapp – City of DeBary Growth Management Director

Email: SBapp@DeBary.org
Phone: 386-601-0203
Address: 16 Colomba Road, DeBary, FL 32713

3.) Christy Fischer, City of West Melbourne Director of Planning and Economic Development

Email: cfischer@westmelbourne.gov
Phone: 321-837-7778
Address: 2240 Minton Road, West Melbourne, FL 32904

Stanley Consultants

www.stanleyconsultants.com

Hourly Rates

Stanley Consultants INC.

Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	**City of Port Orange - Continuing Services RFSQ #23-18**
Description	**Professional Engineering Services**
Location	**Port Orange, FL**

Hourly Rates subject to revision on or after . . . . . 1 Feb 2027

Billing Title	Hourly Rate
Engineering Tech	$137.50
Sr. Engineering Tech	$152.00
Engineer Intern 1	$168.00
Engineer Intern 2	$184.00
Sr. Designer	$200.00
Engineer 1	$216.50
Engineer 2	$250.00
Senior Engineer 1	$266.50
Senior Engineer 2	$298.50
Chief Engineer 1	$320.00
Chief Engineer 2	$367.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2024

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
Arthur J. Gallagher Risk Management Services, LLC
220 Emerson Place
Suite 200
Davenport IA 52801

CONTACT NAME: Julie Brockert
PHONE (A/C, No, Ext): 563-316-3418 **FAX (A/C, No):** 563-322-1046
E-MAIL ADDRESS: julie_brockert@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : The Travelers Indemnity Company of CT	25682
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED
Stanley Consultants, Inc.
225 Iowa Avenue
Muscatine IA 52761

COVERAGES **CERTIFICATE NUMBER:** 1656362886 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	P-630-4885B479-COF-24	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	810-2L649784-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-9S313559-24-NF	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8J736329-24-43-G	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			CH24EXRZ0G0YAIV	1/1/2024	1/1/2025	Each Occ Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: "Port Orange Eng. Services RFSQ #23-18 – SCI Opp. R0004.84.08. The City of Port Orange shall be named as additional insured on a primary and noncontributory basis with respect to General Liability and Auto Liability as respects to the written contract with the named insured. Waiver of Subrogation granted re General Liability, Auto Liability, and Workers Compensation. 30 day Notice of Cancellation.

CERTIFICATE HOLDER

City of Port Orange – City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III –** Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:**	30
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:**	30
MATERIAL LIMITATION OF COVERAGE:	**Number of Days Notice:**	30

PERSON OR ORGANIZATION: City of Port Orange – City Clerk's Office

ADDRESS: 1000 City Center Circle
Port Orange,, FL 32129

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8J736329-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

City of Port Orange – City Clerk's Office

DESIGNATED ORGANIZATION:

1000 City Center Circle
Port Orange,, FL 32129

DATE OF ISSUE: 1/01/2024 ST ASSIGN: IA

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 P6 (00) - 001

POLICY NUMBER: UB-8J736329-24-43-G

FLORIDA NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CONTRACTOR

The following is added to **PART SIX – CONDITIONS** :

Notice to Designated Contractor of Cancellation or Nonrenewal

If we or you cancel this policy, or we do not renew this policy, we will provide written notice of cancellation or nonrenewal to each contractor designated in the Schedule below that is responsible under Florida law for payment of workers compensation benefits to your employees. We will mail or deliver such notice to each contractor at its listed address at least the number of days required for notice to you of cancellation or nonrenewal of this policy under Florida law.

SCHEDULE

Name and Address of Designated Contractors:

City of Port Orange – City Clerk's Office
1000 City Center Circle
Port Orange,, FL 32129

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1-1-24. Policy No. UB-8J736329-24-43-G Endorsement No.
Insured Premium $

Insurance Company Travelers Indemnity Company Countersigned by _____

DATE OF ISSUE: 1-1-24 ST ASSIGN: IA

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CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Stanley Consultants, Inc.

Payment Remit to Name: Stanley Consultants, Inc.

Contact Name and Title: Faizul Kabir, Project Accountant

Phone number: 386.753.7079 Email address: KabirFaizul@stanleygro

Taxpayer Identification Number (TIN): 42-1320758

Type of Commodity/Services: Transportation Engineering

Permanent Address:

Street Address: 80 Spring Vista Drive Suite 100

City: DeBary State: FL Zip: 32713

Remit to Address (if different from above):

Street Address: 225 Iowa Avenue

City: Muscatine State: IA Zip: 52761

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	MidWest One Bank
Bank ACH Routing Number:	073901233
Bank Account Number:	1988450
Name on Bank Account:	Stanley Consultants, Inc.
Accounts Receivable Email:	accountingmailbox@stanleygroup.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Stanley Consultants, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

225 Iowa Avenue

6 City, state, and ZIP code

Muscatine, IA 52761

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	1	3	2	0	7	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/4/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporariiy present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

10/5/2024

DATE (MM/DD/YYYY) 1/30/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : The Continental Casualty Company / 20443
INSURED 1383226 STANLEY CONSULTANTS, INC. 225 IOWA AVENUE MUSCATINE IA 52761	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES MAIN **CERTIFICATE NUMBER:** 20251455 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH008220975	10/5/2023	10/5/2024	$1,000,000 PER CLAIM & IN THE AGGREGATE	

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

RE: PORT ORANGE ENG. SERVICES RFSQ #23-18 – SCI OPP. R0004.84.08. PROJECT LOCATION: FLORIDA.

CERTIFICATE HOLDER

20251455
CITY OF PORT ORANGE – CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

CANCELLATION

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

Joseph M Agnello

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IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Florida County of Volusia

I, Rick Morrow, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Travelers Company, under the terms of Policy Number UB-8J736329-24-43-G for a period from January 1, 20 24 to January 1, 20 25.

WITNESS:
By: _____
Company: Stanley Consultants, Inc.

CONTRACTOR:
By: _____
Company: Stanley Consultants, Inc.
Name/Title: Rick Morrow / Senior Engineering Manager

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of January, 2024, by Rick Morrow and who:

☑ is personally known to me; or ☐ has produced N/A as identification.

Sandra Council Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SANDRA COUNCIL
Notary Public - State of Florida
Commission # HH 208726
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT # RFSQ 23-18

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

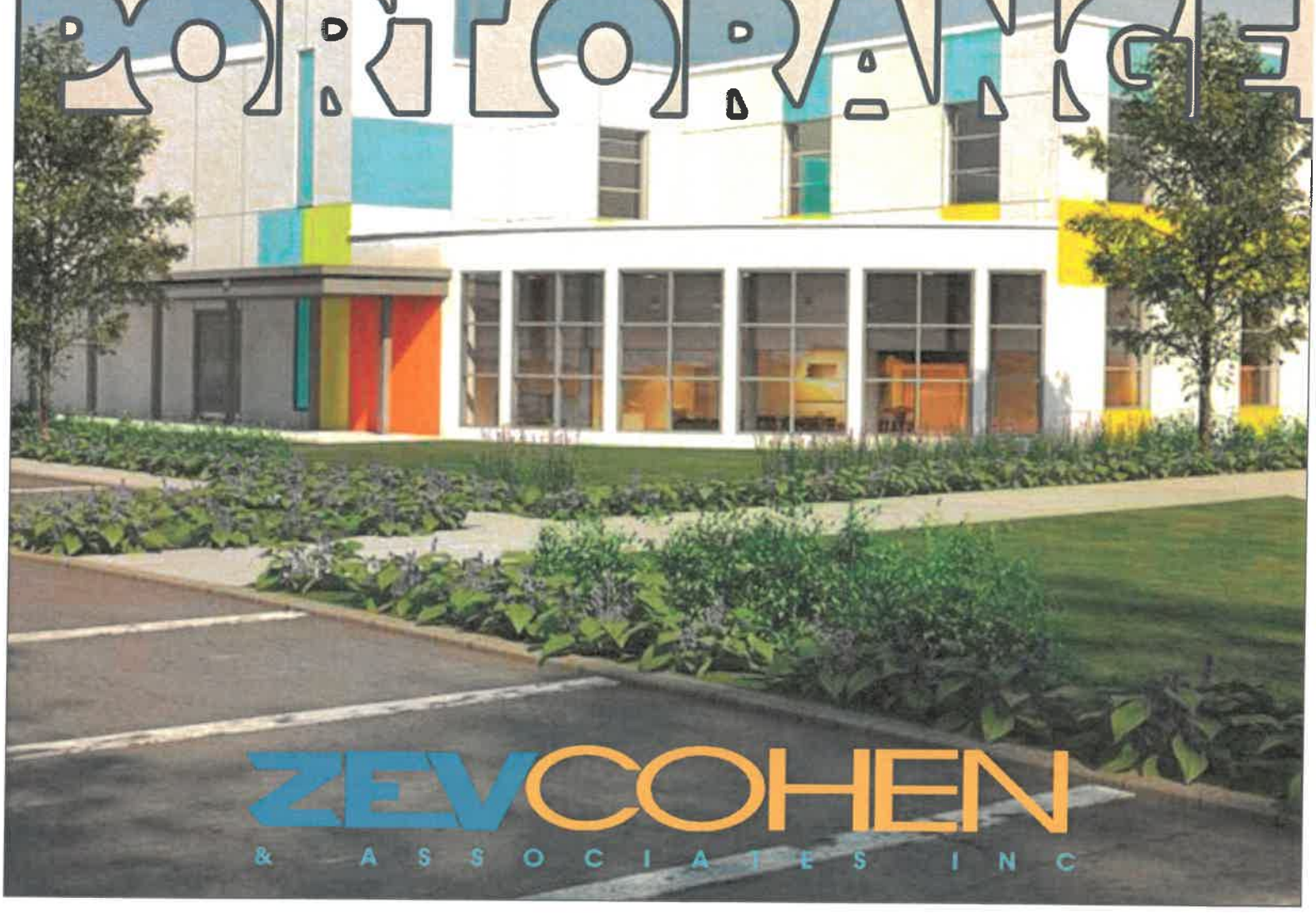
Signature of Contractor: N/A

Signature of Owner/Officer: [signature]

Title: Senior Engineering Manager Date: 1/30/2024

Request for Statement of Qualifications
Professional Engineering Services
RFSQ #23-18

City of
PORT ORANGE



ZEVCOHEN
& ASSOCIATES INC

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ZEVCOHEN
& ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Statement of Interest

December 6, 2023

Mr. Chip Kent, Purchasing Agent
City of Port Orange Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

RE: Request for Statement of Qualifications #23-18 Professional Engineering Services

Dear Mr. Kent and Members of the Selection Committee:

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit our proposal and qualifications to the City of Port Orange to provide Professional Engineering Services in response to your Request for Statement of Qualifications (RFSQ) No. 23-18. More specifically, we are requesting your consideration of ZCA to provide the City of Port Orange with our Professional Engineering Services in all areas of the RFSQ including Planning and Feasibility Studies; Survey, Environmental, Geotechnical, and other support services; Design, Permitting, Construction Engineering and Inspection and/or Plan Review; Permitting Services; Grant Support; and Coordination and other services.

ZCA is a multi-disciplinary local firm providing civil engineering, environmental, landscape architecture, planning and construction administration and inspection services. Our firm has been providing professional services to the Port Orange area for 46 years since its inception in 1977. We have thoroughly reviewed the City's RFSQ and were pleased to find the requested services align well with our qualifications and experience. Our highly motivated staff, as presented in this proposal, will provide unparalleled local knowledge, experience and service to the City of Port Orange. By signing and submitting this RFSQ response, I hereby affirm I am an officer of the company and duly authorized to bind the firm as described herein.

I will serve as the Principal-In-Charge for this solicitation. As a result of managing a consulting firm, designing local projects and **residing in the City of Port Orange for 45 years**, I have the unique circumstance of understanding and appreciating what it takes to develop projects in the City and how the City has grown over the years. I am dedicated to serve the City in both professional and personal capacities with existing Continuing Services Contracts with the City and through volunteer efforts including serving on boards such as the Parks and Recreation Board. Furthermore, when the City retains ZCA as their consultant, they will have at their disposal a staff of 40 professionals (+/- 25% live in Port Orange) with diverse and extensive experience. Our depth and variety of staff provides the City of Port Orange with a local and affordable, full-service consulting firm.

ZCA is fully qualified and has the capacity to provide a broad range of in-house services. The following is what sets us apart from other firms.

Cost Effectiveness

ZCA provides cost-effective services as reflected in our hourly billing rates when compared to statewide and national consulting firms. ZCA also provides cost-effective design as a result of multiple disciplines in-house that greatly reduce time-consuming coordination efforts. Our comprehension of local regulations, our understanding of local physical features and our understanding of local construction costs provide for accurate construction estimates. ZCA's value lies not only in cost-savings, but also in assisting the City with obtaining additional funding resources. ZCA's staff has a proven track-record of successfully assisting clients with obtaining funding from state and federal sources.

Loyalty
ZCA has been providing services to the City of Port Orange community for over 46 years. We have been providing Continuing Services to the City of Port Orange since 2010. We have established long-term relationships and hopefully have achieved a well-earned level of respect with the Port Orange staff. The principals of ZCA, as well as numerous staff members, have worked with the Port Orange staff for more than 20 years. What this means to the City is that you are assured that ZCA will do a quality job *every time*.

Local Knowledge
As a result of our 46+ years of experience in the Port Orange area, ZCA has extensive knowledge of the local roadway networks, stormwater drainage systems, natural ecosystems, utility services and park/recreation facilities. ZCA is familiar with the City's land development regulations, as well as regional, state, and federal criteria which makes us more efficient and more cost-effective. We have the background knowledge, experience, and expertise to "hit the ground running," providing services to the City of Port Orange.

We are very excited about this opportunity to continue to provide Professional Engineering Services to Port Orange and are ready to begin work immediately upon award.

Thank you for your consideration.

Respectfully submitted,
ZEV COHEN & ASSOCIATES, INC.

Robert J. Ball, P.E.
President

TAB A

REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

x Form 9.2 – Respondents Acknowledgement

x Form 9.3 – Addendum and Change Order Procedure Acknowledgement

x Form 9.4 – Drug Free Preference Statement

x Form 9.5 – Public Entity Crimes Statement

x Form 9.6 – Anti-Collusion Form

x Form 9.7 – Statement of Qualifications

x Form 9.8 – Professional References for Previous Experience

x Form 9.9 – Authorized Signatures/Negotiators

x Form 9.10 – Scrutinized Companies Certification

x Form 9.11 – E-Verify Affidavit

x Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

x Form 9.13 – Non-Disclosure Agreement for Confidential Materiel

x Exhibit "A" – Description of Confidential Material

n/a Form 9.14 – No Submittal Statement Form

x Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

x Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

x Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

December 6, 2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

Robert J. Ball, President
Printed Name and Title

59-2717554
Federal Identification No.

300 Interchange Blvd. Ste. C
Mailing Address

Ormond Beach, FL 32174
City, State & Zip Code

(386) 677-2482
Telephone Number

bball@zevcohen.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

This document must be completed and returned with your statement.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/22/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

Robert J. Ball, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

Robert J. Ball, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Robert J. Ball, who, being by me first duly sworn, made the following statement:

1. The business address of Zev Cohen & Associates, Inc. (name of Respondent or business) is

   300 Interchange Blvd. Ste. C, Ormond Beach, FL 32174.

2. My relationship to Zev Cohen & Associates, Inc. (name of Offeror or business) is President

   (relationship such as sole proprietor, partner, president, vice president.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is _____. A copy of the order of the Division Administrative Hearing is attached.~~

   (Draw a line through paragraph 7 if paragraph 6 above applies)

Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

STATE OF: Florida

COUNTY OF: Volusia

Robert J. Ball, President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of December, 2023, by Robert J. Ball and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Zev Cohen & Associates, Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Robert J. Ball

TITLE: President

ADDRESS: 300 Interchange Blvd. Ste. C

CITY, STATE AND ZIP CODE: Ormond Beach, FL 32174

TELEPHONE: (386) 677-2482 FAX: (386) 677-2505

F.E.I.N.: 59-2717554

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Zev Cohen & Associates, Inc.

B. Permanent main office address: 300 Interchange Blvd. Ste. C, Ormond Beach, FL 32174

C. Date organized: 1977

D. If a corporation, where incorporated: State of Florida

E. How many years have you been engaged in the business under your present firm or trade name? 46

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Civil Engineering, Landscape Architecture, Environmental, and Planning Services

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: See attached continuation sheet

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 200,000.00

N. Give bank name, contact name and phone number: Truist, Robert Ludlow (386)258-2628

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Zev Cohen & Associates, Inc.
Name of Business

Authorized Signature

Robert J. Ball, President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

F. Current Contracts - Highlights

1. Project Tarpon (Amazon), ZCA Design Fees: $639,000.00, Estimated Completion Date: December 2023
2. Walker's Green (Multiple Phases), ZCA Design Fees: $500,000.00, Estimated Completion Date: December 2024
3. Woodhaven (Phase 2), ZCA Design Fees: $474,250.00, Estimated Completion Date: December 2023
4. Karis Cold Storage Facility, ZCA Design Fees: $724,250.00, Estimated Completion Date: October 2024
5. Daytona State College Deltona Campus Building 2, ZCA Design Fees: $121,700.00. Estimated Completion Date: February 2024

J. Five (5) company trucks, 4-wheeler, KIP Plotter, two (2) BIZ-hub printers, approximately (fifty) 50 computers.

K. Water/Sewer/Roadway/Trail design for public and private clients: Environmental services ranging from wetland delineation to protected species to local/state/federal permitting; Grant requests and assistance. Also see RFSQ for detailed project information.

L. Robert (Bobby) J. Ball, P.E., President

Serving as Zev Cohen & Associates, Inc.'s (ZCA) President, Bobby is best known for his judicious approach to problem solving, no matter the complexity. Bobby's energy, attention to detail, and problem-solving skills give him the ability to coordinate and expedite tasks by combing experience in engineering design with a diligent approach to project management. His approach to project management, coupled with outstanding client relations, has made him a "playmaker" in the engineering and development arena and the "go to" engineer for ZCA's returning clients. Bobby's strong technical ability and extensive knowledge of the local land development process has won him the respect of his colleagues. His experience has also made him the prime candidate to serve as the Lead Engineer for several large ZCA clients, including the Daytona International Speedway.

M. Dwight DuRant, P.E., Principal

As a Principal of Zev Cohen & Associates, Inc. (ZCA), Dwight has acquired a diverse background in site development experience with a sound working knowledge of engineering and design analysis. Dwight began his professional experience in 1983 and has worked continuously on engineering and design projects since that time. Dwight serves both private and public clients throughout the Southeast. His ability to combine engineering design and diligent project management leads to projects under budget completed on time.

Samuel (Sam) C. Hamiton, Jr., P.E., Principal

As Principal of Zev Cohen & Associates, Inc. (ZCA), Sam has designed and managed a multitude of private and public sector projects in the state of Florida. With many years of experience, Sam has an exceptional level of team building and project management skills which drive his projects to success with innovative ideas that meet, or exceed, his Client's expectations. He is an objective-driven, hands-on leader who takes a detail-oriented, time and cost-conscious approach to project management.

Randy Hudak, P.E., Vice President

As Vice President of Zev Cohen & Associates, Inc. (ZCA), Randy possesses the energy and drive that enables him to be an exceptional Project Manager. His ability to coordinate and expedite a multitude of tasks results in the delivery of projects that are on time and within budget. Randy has enjoyed the opportunity to manage a wide variety of public and private sector projects that have enabled him to cultivate a strong customer service-oriented approach to his project management. This approach, coupled with his strong technical foundation, provides each client with a unique and tailored approach to their specific project goals.

Jake Stehr, PLA, Officer

Trained as a Landscape Architect with a professional background in history and planning, Jake brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Daytona Beach

   Contact Person: Shannon Ponitz, P.E.

   City, State: Daytona Beach, FL

   Telephone Number: (386) 671-8825

   Email Address: ponitzshannon@codb.us

   Description of goods/services provided: 6,000 LF, 36" Forcemain along Beach Street

   Contract Amount: $288,000

   Start/End Date of Contract: March 2018 - May 2021

2. Company Name: Volusia County

   Contact Person: Tadd Kasbeer, P.E.

   City, State: DeLand, FL

   Telephone Number: (386) 736-5967

   Email Address: tkasbeer@volusia.org

   Description of goods/services provided: Civil site improvements, environmental services and permitting for Volusia County Sheriff's Evidence Facility

   Contract Amount: $164,000

   Start/End Date of Contract: June 2016 - February 2019

3. Company Name: City of Ormond Beach

   Contact Person: Joyce Shanahan, City Manager

   City, State: Ormond Beach, FL

   Telephone Number: (386)676-3200

   Email Address: joyce.shanahan@ormondbeach.org

   Description of goods/services provided: Design of seawall, ADA ramp, and stairs damaged in Hurricane Ian at Andy Romano Beachfront Park

   Contract Amount: $93,965

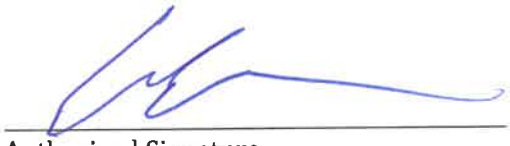
   Start/End Date of Contract: September 2023 - February 2024 (est.)

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Robert J. Ball	President	(386)677-2482
M. Dwight DuRant	Principal	(386)677-2482
Samuel C. Hamilton, Jr.	Principal	(386)677-2482



Authorized Signature

Robert J. Ball, President

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Robert J. Ball, President, on behalf
(Print Name and Title)

of Zev Cohen & Associates, Inc. ("Company"), certify that Zev Cohen & Associates, Inc.
(Company Name) (Company Name)

does not:

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

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

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Zev Cohen & Associates, Inc.
COMPANY NAME

SIGNATURE

Robert J. Ball
PRINT NAME

President
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Request for Statement of Qualifications - Professional Engineering Servives

Solicitation Number: 23-18

I, the undersigned hereby certify that Zev Cohen & Associates, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Zev Cohen & Associates, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Robert J. Ball, President
Print or Type Name, Title

Signature of Affiant

59-2717554
Federal Employer ID Number (FEIN)

255858
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia
The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 6th day of December, 2023, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Zev Cohen & Associates, Inc.

Doing Business As (DBA) Name

Company ID
255858

Enrollment Date
Sep 22, 2009

Employer Identification Number (EIN)
592717554

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

300 Interchange Boulevard
Ormond Beach, FL 32174

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

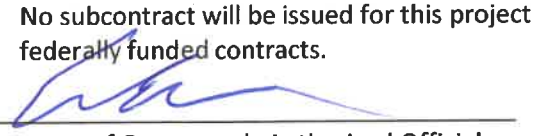
View Current MOU

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

December 6,2023

Date

Robert J. Ball, President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 23-18

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Zev Cohen & Associates, Inc.

Address: 300 Interchange Blvd. Ste. C, Ormond Beach, FL 32174

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: Robert J. Ball

TITLE: President

DATE: December 6, 2023

ATTEST:

BY: _____

NAME: Jill Eckstein

TITLE: Office Manager

DATE: December 6, 2023

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Financial Statements and Dun & Bradstreet Report for Zev Cohen & Associates, Inc.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Zev Cohen & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Robert J. Ball, President

Name & Title of Contractor's Authorized Official

Date: December 6, 2023

This document must be completed and returned with your submittal.

Division of Corporations
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
ZEV COHEN & ASSOCIATES, INC.

Filing Information

Document Number	J32835
FEI/EIN Number	59-2717554
Date Filed	09/12/1986
State	FL
Status	ACTIVE

Principal Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Mailing Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Registered Agent Name & Address

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Name Changed: 02/03/2010

Address Changed: 01/30/2013

Officer/Director Detail

Name & Address

Title Director

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C

ORMOND BEACH, FL 32174

Title President, Secretary

BALL, ROBERT J
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title Director

HAMILTON, SAMUEL CJR.
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title Officer

Stehr, Jake E
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title VP

Hudak, Randy M
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
2022	01/19/2022
2023	01/04/2023
2023	09/29/2023

Document Images

09/29/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
10/28/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/14/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
03/01/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format

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03/28/2005 -- ANNUAL REPORT	View image in PDF format
02/12/2004 -- ANNUAL REPORT	View image in PDF format
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04/13/2001 -- ANNUAL REPORT	View image in PDF format
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05/21/1998 -- ANNUAL REPORT	View image in PDF format
02/09/1998 -- ANNUAL REPORT	View image in PDF format
02/13/1997 -- ANNUAL REPORT	View image in PDF format
04/12/1996 -- ANNUAL REPORT	View image in PDF format
03/28/1995 -- ANNUAL REPORT	View image in PDF format

ZEVCOHE-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2023

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 JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property & Casualty of America — 25674 INSURER B : Phoenix Insurance Co. (Travelers) — 25623 INSURER C : Travelers Casualty & Surety Co — 19038 INSURER D : Arch Insurance Company — 11150 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6602P382574	11/21/2023	11/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BA1R863945	11/21/2023	11/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP2P385607	11/21/2023	11/21/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7S340867	11/21/2023	11/21/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			PAAEP0163000	11/21/2023	11/21/2024	Per Claim/Aggregate	2,000,000

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

CERTIFICATE HOLDER

For a Proposal

CANCELLATION

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

Erin K. Kelley

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TAB B

COMPANY PROFILE – HISTORY AND QUALIFICATIONS

Firm Profile

Firm Background

Zev Cohen & Associates, Inc. (ZCA) was founded in Volusia County in 1977 and has been providing high-quality consulting services for over 46 years and will continue providing these services into the future. Incorporated in 1986, ZCA operates as a Type "S" Corporation. ZCA is a small business which maintains its office in Ormond Beach, Florida. All services provided by ZCA shall be done from our Ormond Beach office. ZCA's principals include, M. Dwight DuRant, P.E., Principal, Samuel C. Hamilton, Jr., P.E., Principal and Robert J. Ball, P.E., President. Mr. Zev Cohen, P.E., the firm founder, retired in 2012 and the current Principal team continues to provide the same core values as the firm's founder. A simple no-nonsense approach in providing cost effective quality technical services while meeting our client's needs and expectations. We have a proven track record that is evidenced by the loyalty of our clients and our longevity.

Firm Capabilities

ZCA is a full-service, multi-disciplined consulting firm that offers the following services:

- Civil Engineering
- Planning
- Environmental/GIS Services
- Landscape Architecture
- Transportation Planning
- Construction Administration and Inspection Services

ZCA Discipline	Number of Personnel
Landscape Architects/ Planners	6
Environmental/GIS Analyst	5
Civil Engineers	15
Construction Administration/Inspection	3
Design Technicians	5
Permit Coordinator	1
Administration	5
Total	40

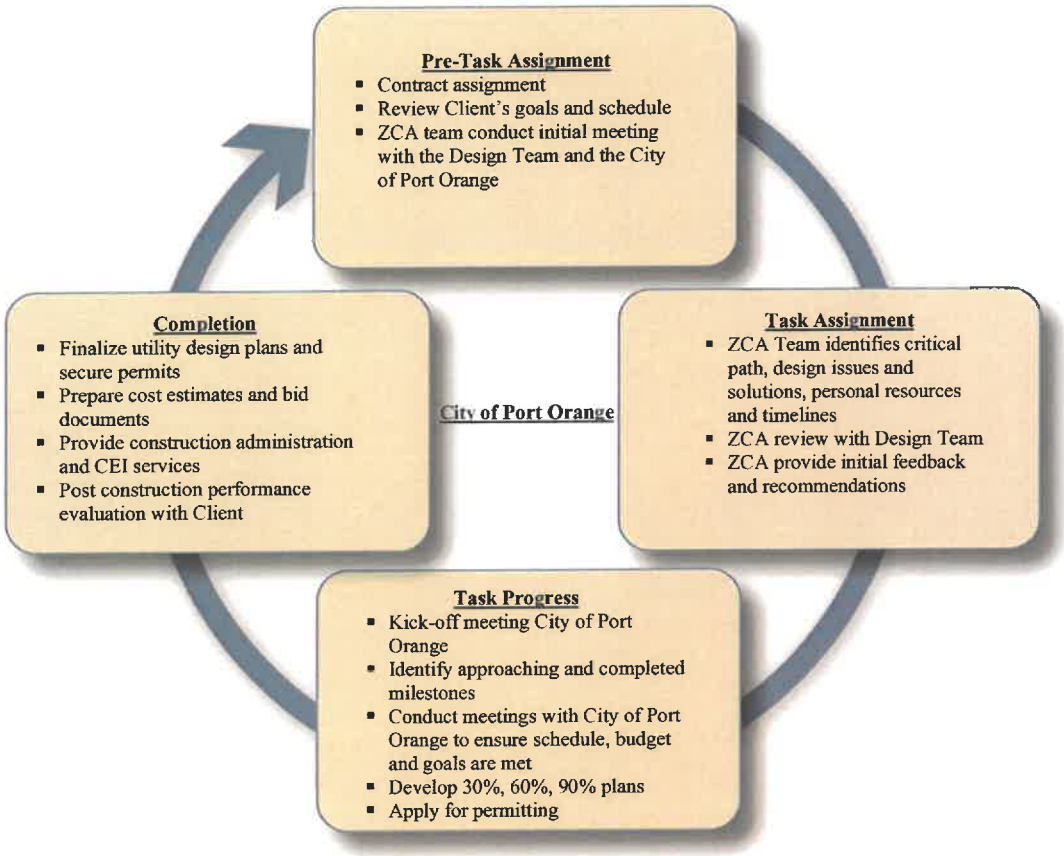
Key Personnel Experience and Capacity

Key Members and Project Roles	Total Years of Experience	Years with ZCA	Capacity Available
Robert J. Ball, P.E. Principal-in-Charge	25	25	20%
Randy M. Hudak, P.E. Quality Assurance/Quality Control	22	22	10%
Haluk Kilic, P.E. Project Manager	18	16	20%
Melia Russell, P.E. Project Engineer	21	20	20%
Ryan Duggan, P.E. Project Engineer	8	8	15%
Sean Meade, E.I. Project Engineer	4	2	15%
Jason Salatto Construction Administration	9	1	30%
Mallory B. Tatum Environmental Scientist	9	4	25%
Mark P. Karet, AICP Planning	35	12	15%
Jake Stehr, P.L.A. Landscape Architect	8	8	10%

Zev Cohen & Associates, Inc. has a long-tenured, professional staff who have the capacity to provide quality service to the City of Port Orange. In addition to the core team shown above, ZCA has a strong support staff who are ready to assist (listed below). This ensures that any loss of key personnel will not negatively impact our ability to meet the terms of any City contract.

Additional In-House Professionals & Support Staff:

- 9 Engineers (6 Registered Professional Engineers)
- 2 Landscape Designers (1 Registered Landscape Architect)
- 2 Planners
- 4 GIS Specialists
- 5 CAD Designers
- 2 Inspectors (CEI Services)
- 1 Permit Coordinator
- 5 Administrative Support



Pre-Task Assignment

ZCA understands the importance of communication at the beginning of the project and throughout the project. A clear understanding of the City's goals, budget, and expectations are keys to a successful project. As an active, engaged business in the City, ZCA maintains a good relationship with the City of Port Orange staff which we feel is an important key to success.

ZCA's project approach includes working closely with the City during the project milestones to ensure the original goals, budget and expectations are being met. ZCA's staff of professionals has a high level of technical expertise which will be led by Bobby Ball. Bobby will be responsible for keeping the project within the established timetables and budget.

Task Assignment/Progress

Upon written authorization to proceed, the ZCA Team shall coordinate with the City and proceed with the design of the project. We understand this to be the most critical time for project success and ZCA prides itself on providing frequent communication and project status reports ensuring that all designs are progressing as expected and according to the defined goals. Our goal is to provide the Client with the most personal attention and project guidance allowing the Client to make well-informed decisions in the best interest of all.

Completion

The ZCA Team will prepare the bid documents upon receipt of the permits. The bid documents will include the 100 percent construction plans and technical specifications. The ZCA Team will provide support to the City throughout the bid process including preparing addendums, attendance at pre-bid meetings, and reviewing bids.

The ZCA Team will provide support during the contract award phase. The ZCA Team will provide an overview of the design, answer questions and explain any funding requirements to the contractor during the pre-construction meeting.

The ZCA Team is Florida Department of Transportation (FDOT) certified and staffed to provide ongoing inspection and monitoring of the construction. The ZCA Team will review and monitor the contractor's quality program and will assist the design team with close-out documentation and verification.

The ZCA Team applies experience and knowledge toward resolution of problematic situations prior to the issues resulting in lost time and money. This allows projects to stay on schedule and within budget. The acquired knowledge of construction methods combined with our objectivity results in the City receiving factual recommendations and continuous value engineering throughout the construction process. Significant value savings can be added to the City's bottom line by selecting materials and systems that are developed by ZCA to provide the best solutions.

Continual oversight and attention to details are a larger part of a successful construction phase. The proper scheduling and timing of installations along with preparation to meet the requirements of the schedule, is a key factor that ZCA strives for in the management of construction. Consistent communication with the general contractor and sub-contractors is the main objective in keeping all team members involved and knowledgeable of any modifications that may arise. This communication will also serve to relay expectations for solutions and scheduling to keep the project moving forward until complete.

ZCA's Method of Quality Control

Zev Cohen & Associates, Inc. takes the responsibility of Quality Assurance (QA) and Quality Control (QC) very seriously. Our Standard Operating Procedure (SOP) focuses on senior-level involvement, team coordination, and continual communication with the City's Project Manager and design team.

To ensure continued project progress, ZCA's senior-level staff convene each Monday morning for a Project Manager's Meeting where the status of each project is reviewed, tasks and personnel assignments are prioritized, and potential obstacles are identified for resolution. On Friday afternoon each week, our individual department heads review the progress of tasks assigned for the week.

To ensure proper staffing at ZCA, Project Manager's monthly review all open projects to forecast the remaining budget and workload. This provides an estimate of project workloads over the next six months. This gradually reduces the potential for over/under staffing, missed project deadlines, bottlenecks, etc.

ZCA's SOP standardizes the methodologies for all levels of site improvements from collecting field data to final document preparation. This ensures that all ZCA products and assessments are supported by reputable methods, and backups of raw data ensure accurate and consistent results from all employees and offices. From the initial kick-off through project completion, all parties will be kept fully informed of the progress of the project including all stages of completion, scheduled meetings, approaching milestones, ongoing project issues, and pertinent permitting issues. All plans, documents, maps, and permit applications are thoroughly reviewed by our QC Manager prior to release of final documents. In addition, any documentation provided to outside agencies on behalf of the City will be provided to the appropriate staff representatives for their review and approval.

Current Municipal Continuing Services Contracts

Zev Cohen & Associates, Inc. currently holds several municipal continuing services contracts demonstrating our expertise in several service categories. Below is a partial list of our current contracts.

Client	Contract	Contact
City of Bunnell	Continuing Planning Services	Dr. Alvin Jackson, Jr. (386) 986-6004 ajackson@bunnellcity.com 604 East Moody Boulevard Ste. 4 Bunnell, FL 32110
City of Crescent City	Continuing Planning Consulting Services Professional Infrastructure Services	Charles Rudd (386) 698-2525 citymanager@crescentcity-fl.com 3 North Summit Street Crescent City, FL 32112
City of Daytona Beach	Civil & Environmental Engineering Services	Shannon Ponitz (386) 671-8825 ponitzshannon@ci.daytona-beach.fl.us 125 Basin Avenue Daytona Beach, FL 32114
City of Daytona Beach	Landscape Plan Review	
City of Daytona Beach	Utilities Continuing Professional Engineering Services Citywide Stormwater System	
City of Daytona Beach Shores	Continuing Engineering Services	Stewart Cruz (386)763-5361 scruz@cityofdbs.org 2990 South Atlantic Avenue Daytona Beach Shores, FL 32118
City of Edgewater	Planning Consulting Services	Randy Coslow (386) 424-2400 rcoslow@cityofedgewater.org 490 Mango Tree Drive Edgewater, FL 32132
City of Edgewater	Continuing Professional Engineering Services	
City of Edgewater	Environmental Consulting Services	
City of Holly Hill	Prof. Design/CEI Services for Roadway, Stormwater & Utilities Projects	Steve Juengst (386) 248-9463 sjuengst@hollyhillfl.org 1065 Ridgewood Avenue Holly Hill, FL 32117
City of Ormond Beach	Environmental, General Civil Engineering, Municipal Utility, Parks & Recreation, Planning & Design Services	Joyce Shanahan (386) 676-3201 joyce.shanahan@ormondbeach.org 22 South Beach Street Ormond Beach, FL 32174
Town of Pierson	Continuing Planning Consulting Services	Samuel G.S. Bennett (386) 749-2661 sbennett@townofpierson.org 106 North Center Street Pierson, FL 32180
City of Port Orange	Volusia County Piggyback Agreement for Professional Site/Civil & Transportation Engineering Services	Wayne Clark (386) 506-5600 wclark@port-orange.org 1000 City Center Circle Port Orange, FL 32129
City of Port Orange	Master Contract for Professional Engineering Services for Public Works, Utilities & Environmental Services	
City of South Daytona	Master Agreement for Continuing Professional Engineering Services	James Gillis, Jr. (386) 322-3014 lgillis@southdaytona.org 1672 South Ridgewood Avenue South Daytona, FL 32119
Volusia County	Professional Site/Civil & Transportation Engineering Services	Tadd Kasbeer (386) 736-5967 tkasbeer@volusia.org 123 West Indiana Avenue DeLand, FL 32720
Volusia County	Professional Environmental & Protected Species Services	
Volusia County	Professional Land Management Services	

Beach Street Force Main, Daytona Beach, Florida

Owner Name and Address: City of Daytona Beach
Shannon Ponitz, P.E.
125 Basin Avenue
Daytona Beach, FL 32114
Phone Number: (386) 671-8825
Email: ponitzshannon@ci.daytona-beach.fl.us

Year Completed: 2021
Project Cost: $8,500,000

Project Description: ZCA was contracted by the City of Daytona Beach to provide construction inspection for a 5,200 LF, 36" force main along Beach Street, extending from the intersection of Live Oak Street and Palmetto Avenue to the wastewater treatment plant along Freemont Court. Additional portions of ZCA's scope included: all project management and coordination of sub-consultants, Engineer's Opinion of Cost, assistance during the bidding process, construction administration services with two "Public Involvement" meetings, review of contractor's pay application requests, review of shop drawings, responses to contractor's requests for information, clarification or interpretation of the construction drawings, attendance of weekly construction meetings, and final certifications to the FDEP.

7th Street Drainage Improvements, Holly Hill, Florida

Owner Name and Address: City of Holly Hill
Antoine Khoury, P.E.
453 LPGA Blvd
Holly Hill FL 32117
Phone Number: (386) 248-9448
Email: akhoury@hollyhillfl.org

Year Completed: 2017
Project Cost: $200,000 (Design)

Project Description: ZCA was contracted by the City of Holly Hill through their Continuing Services Agreement to assist in solving an on-going drainage problem for the residences along 7th Street in Holly Hill. The existing drainage system was constructed in the 1950's of vitrified clay pipe. The system had been damaged over the years and it was undersized to meet today's drainage standards. The City engaged ZCA to redesign 765 LF of stormwater replacement pipe. After a cost analysis, ZCA determined it was more economical to directional drill the majority of the new system than use open cut to install the new pipe. This allowed the Contractor to minimize disruption to homeowner's driveways, sidewalks, mailboxes, and existing trees. ZCA coordinated with the City Staff to locate existing utilities in this long-established neighborhood. The project also included milling and resurfacing an intersection of an arterial roadway.

Cassen Park Re-Design, Ormond Beach, FL

Owner Name and Address: City of Ormond Beach
Alex Schumann, P.E.
22 South Beach Street
Ormond Beach Florida 32174
Phone Number: (386) 676-3302
Email: alex.schumann@ormondbeach.org

Year Completed: 2023
Project Cost: $200,000 (Design)
$3,000,000 (Construction)

Project Description: The subject project site is located on the southeast corner of Granada Boulevard and Beach Street across from City Hall on the Ormond Beach downtown waterfront consisting of approximately 3.5 acres. The project is to be re-developed as an active waterfront park with upgraded facilities, activities, and infrastructure. Specifically, Cassen Park looks to increase the amount of boat parking and improve ramp traffic in addition to the primary goal of improving boater access. Pedestrian and vehicular conflicts are minimized by creating a central green area and improved pedestrian trail separating pedestrians and cars throughout the four corners of the Bridge. This also allows for improved flexibility in support of large City events that happen throughout the year.

Derbyshire Park, Multi-Use Pathway and Sidewalks, Daytona Beach, Florida

Owner Name and Address: City of Daytona Beach
Michelle Martin, CPM
950 Bellevue Avenue
Daytona Beach FL 32114
Phone Number: (386) 671-8632
Email: martinmichelle@codb.us

Year Completed: 2023
Project Cost: $1,300,000

Project Description: Derbyshire Park is a public park and sports facility located in Daytona Beach, Florida. Through our continuing service contract with the City of Daytona Beach, the City contracted with Zev Cohen & Associates to design an FDOT Grant Funded, 2,617 LF, of a 14' wide multi-use trail. The trail will provide interconnection between the park's amenities and neighborhood sidewalks. The proposed design included lighting, decorative pavement, landscape design, bike-friendly amenities and stormwater. ZCA's planning design included master conceptual design for stormwater, utilities, parking, grading and access.
Under a separate project, the City of Daytona Beach engaged Zev Cohen and Associates to design a FDOT funded 10,197 LF of 6' sidewalk within the Derbyshire Neighborhood Park sports facility area. This project will help the residents of the area to safely travel to and from Derbyshire Park. One of the challenges ZCA faced was designing around existing facilities. The existing ditch capacities were measured, and an equitable pipe size was chosen to maintain the drainage patterns of the existing site. ZCA also worked with the City and FDOT to ensure that the trail falls within the FDOT Grant's scope.

Ormond Beach Police Station and Emergency Operations Center - Feasibility Analysis, Ormond Beach, FL

Owner Name and Address: City of Ormond Beach
Shawn Finley, P.E.
501 N Orchard St.
Ormond Beach FL 32174
Phone Number: (386) 615-7049
Email: shawn.finley@ormondbeach.org

Year Completed: 2019
Project Cost: $50,000 (Design)

Project Description: The City of Ormond Beach Engineering Department proposed preparation of a due diligence feasibility report and master planning of four (4) alternate sites within the City for the proposed development of a new Police Station and Emergency Operations Center (EOC). The existing Police Station and EOC facilities are outdated and insufficient in certain needs. The current police station site is within flood and velocity zone hazards; therefore, should be evaluated for relocation to a more accessible and secure site.
ZCA analyzed multiple areas within the City identifying City owned properties. Location, access, safety, social, infrastructure and other needs were evaluated and prioritized. Proposed footprints and preliminary designs were generated to meet current and future needs. Key departments within the City were interviewed and included in the development and evaluation process.

Hand Avenue Collector Road Upgrade, Ormond Beach, FL

Owner Name and Address: City of Ormond Beach
Shawn Finley, P.E.
501 N Orchard St.
Ormond Beach FL 32174
Phone Number: (386) 615-7049
Email: shawn.finley@ormondbeach.org

Year Completed: 2013
Project Cost: $3,900,000

Project Description: This project involved a 7,177-foot roadway corridor to be upgraded from an existing two-lane roadway, rural section to an urban section and included intersection improvements and the addition of multiple turn lanes. Roadway design aspects were to improve the roadway with current City and Florida Department of Transportation (FDOT) roadway design standards.

Volusia County Sheriff's Evidence Facility and Access Road, Volusia County, Florida

Owner Name and Address: Volusia County
Tadd Kasbeer, P.E.
123 West Indiana Avenue
DeLand, FL 32720
Phone Number: (386) 736-5967 x 15846
Email: tkasbeer@volusia.org

Year Completed: 2019
Project Cost: $5,500,000

Project Description: The VCSO Evidence Storage Facility project included designing a quarter-mile road that was paved in place of an existing 11' dirt road. The access road for the project site was substandard for the proposed state-of-the-art Evidence Facility, which prompted the County to take initiative during the buildings construction; a complete 24' paved and striped road was installed. The design of the paved access road included a singular roadway swale along the length of the improvements which now capture runoff and treat/attenuate stormwater.

Edgewater Trail, Dale Avenue to 10th Street, Edgewater, Florida

Owner Name and Address: City of Ormond Beach
Randy Coslow, P.E.
409 Mango Tree Drive
Edgewater, FL 32132
Phone Number: (386) 424-2400
Email: rcoslow@cityofedgewater.org

Year Completed: 2017
Project Cost: $950,000

Project Description: ZCA was contracted for civil and environmental services for the Edgewater Trail. ZCA provided civil engineering design and environmental services in accordance with the continuing contract for Consulting Services to the City of Edgewater to extend the East Central Regional Rail Trail (ECRRT). ZCA designed a 6,600 linear feet extension of the ECRRT from Dale Avenue to 10th Street Trail segment through our continuing services contract with the City of Edgewater. ZCA prepared final construction plans for civil site improvements, including paving, grading and drainage. The project included two wetland boardwalk crossings. ZCA delineated wetlands pursuant to State and Federal delineation methods and conducted site inspections with the St. Johns River Water Management District and the US Army Corps of Engineers. ZCA's environmental staff also received concurrence from the US Fish and Wildlife Service (FWS) for the endangered Florida scrub-jay. A Specimen and Historic Tree Census was conducted by ZCA. ZCA's Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agents conducted 100% surveys for gopher tortoises, obtained a gopher tortoise relocation permit and coordinated with the construction team to relocate tortoises prior to land clearing and construction.

City of Ormond Beach Downtown Stormwater Management Master Plan, Ormond Beach, Florida

Owner Name and Address: City of Ormond Beach
Shawn Finley, P.E.
501 N Orchard St.
Ormond Beach FL 32174
Phone Number: (386) 615-7049
Email: shawn.finley@ormondbeach.org

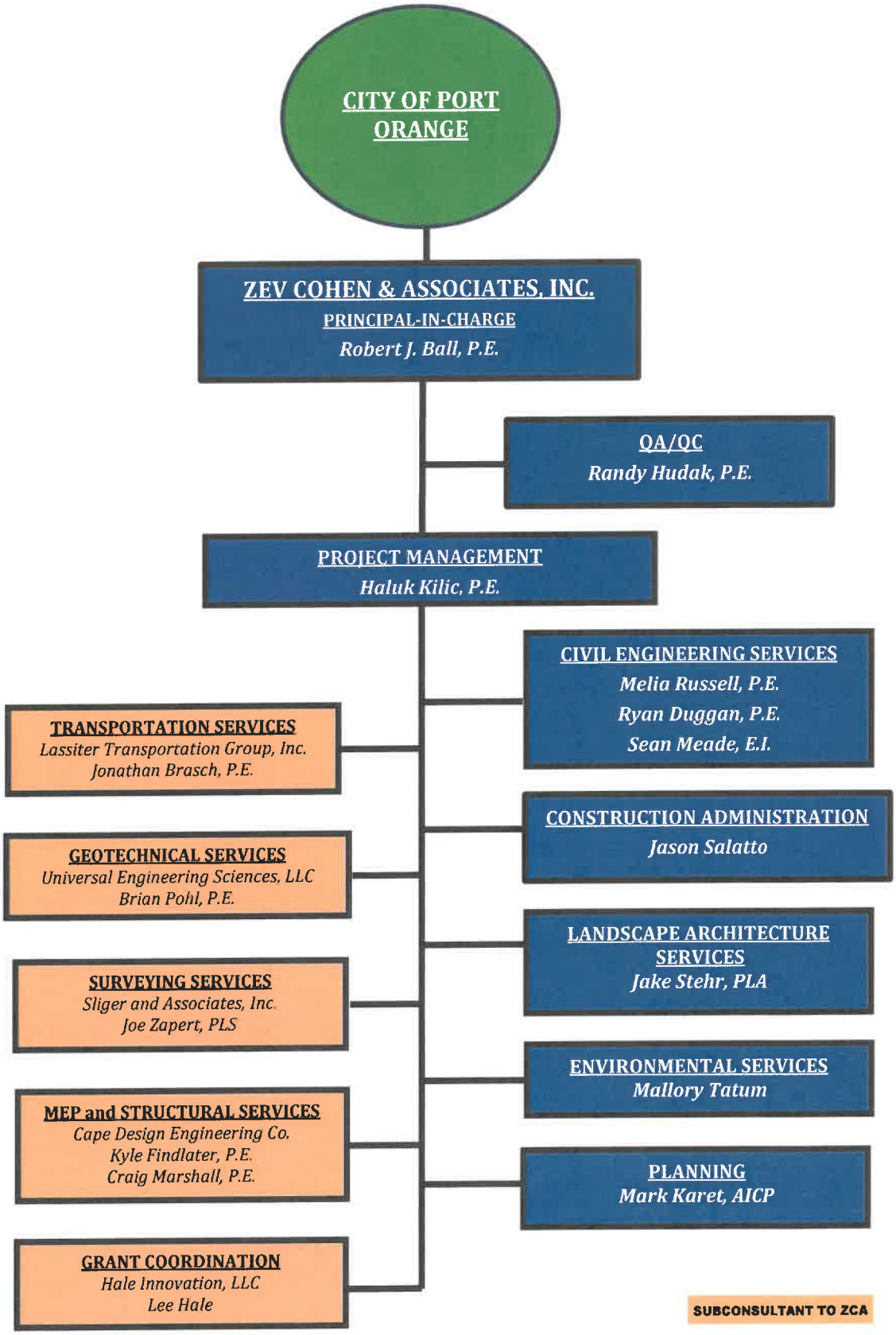
Year Completed: 2013
Project Cost: $50,000

Project Description: The City of Ormond Beach's Downtown Community Redevelopment Agency (CRA) Master Plan identified the need to evaluate stormwater management aspects for the redevelopment of existing developed and undeveloped areas within the downtown corridor. Through advanced planning and permitting, Zev Cohen & Associates, Inc. established the unknown stormwater component of development opportunities so they could be identified and properly programmed to facilitate long-term growth and sustainability for the City of Ormond Beach. The project consisted of preparing a Master Drainage Plan for the CRA Districts which provided a blueprint for future redevelopment within the CRA. Zev Cohen & Associates, Inc. was also responsible for obtaining a Conceptual Stormwater Permit from the St. Johns River Water Management District. Finally, in addition to the Master Plan and Stormwater Permitting, Zev Cohen & Associates, Inc. provided the City of Ormond Beach a "User's Manual" to be used by the City and developers in the design of future redevelopment sites within the CRA. The CRA boundaries encompass approximately 238 acres of land including a core downtown area for the City of Ormond Beach.

TAB C

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

ORGANIZATIONAL CHART



Robert J. "Bobby" Ball, P.E.
President
Principal-In-Charge
Zev Cohen & Associates, Inc.

Serving as Zev Cohen & Associates, Inc.'s (ZCA's) President, Bobby is best known for his judicious approach to problem solving, no matter the complexity. Bobby's energy, attention to detail and problem-solving skills give him the ability to coordinate and expedite tasks by combining experience in engineering design with a diligent approach to project management. His approach to project management coupled with outstanding client relations has made him a "playmaker" in the engineering and development arena and the *"go to"* engineer for ZCA's returning clients. Bobby's strong technical ability and extensive knowledge of the local land development processes has won him the respect of his colleagues. His experience has also made him the prime candidate to serve as the Project Manager and Lead Engineer for several large ZCA clients including the Daytona International Speedway.

Randy M. Hudak, P.E.
Vice President
Quality Assurance/Quality Control
Zev Cohen & Associates, Inc.

As Vice President at ZCA Randy possesses the energy and drive that enables him to be an exceptional Project Manager. His ability to coordinate and expedite a multitude of tasks results in the delivery of projects that are on time and within budget. Randy has enjoyed the opportunity to manage a wide variety of public and private sector projects that have enabled him to cultivate a strong customer service-oriented approach to his project management. This approach coupled with his strong technical foundation provides each client with a unique and tailored approach to their specific project goals.

Haluk "Luke" Kilic, P.E.
Director of Engineering
Project Manager
Zev Cohen & Associates, Inc.

Luke is a reliable and committed engineer with experience in multiple disciplines of engineering. He maintains the highest level of work ethics while working jointly with clients, contractors and agencies. Luke understands the importance of time management while completing projects and he is able to guarantee the highest quality of work which continually satisfies our clients' demands.

Melia L. Russell, P.E.
Professional Engineer
Project Engineer
Zev Cohen & Associates, Inc.

Melia excels in complex planning, design and permitting projects. She provides our clients with the best practical design and diligence in bringing projects to completion on time and under budget. Melia's attention to detail and organization are evident in all of her work. She is eager to provide solutions that surpass the evolving technological changes of the industry. From design and permitting to final certification, Melia understands what it takes to provide the efficient and high-quality services that clients have come to expect from ZCA.

Ryan Duggan, P.E.
Professional Engineer
Project Engineer
Zev Cohen & Associates, Inc.

Ryan graduated from the University of South Florida with a Bachelor's degree in Civil Engineering. Ryan's thorough attention to detail is an asset to the team here at ZCA. Ryan takes a logical approach when project concerns arise and is able to resolve them in a timely, cost-effective manner. Ryan is client satisfaction driven, resulting in successful projects and gratified clients.

Sean Meade, E.I.
Engineer Intern
Project Engineer
Zev Cohen & Associates, Inc.

As a Project Engineer at ZCA Sean strives to produce quality work while maintaining effective communication with team members and clients. He is capable of handling multiple tasks and does not shy away from tackling complex problems. Sean has gained experience through multiple public and private sector projects that have given him opportunities to expand his design and project management skills. His goal is always to provide a product that is well thought out in all aspects and believes that no stone should be left unturned.

Mallory B. Tatum
Environmental Scientist
Zev Cohen & Associates, Inc.

Mallory is an engaging and active ecologist and, as a Volusia County native, she has been exposed to a range of ecological and business diversity. Mallory's current experience involves federal, state and local permitting, wetland delineation, threatened and endangered species surveying, habitat management, and mitigation monitoring. Her ability to absorb details and produce results reflects her values and considerations towards managing the client's time and money, making her a valued ZCA team member.

Jake Stehr, P.L.A.
Professional Landscape Architect
Landscape Architecture Services
Zev Cohen & Associates, Inc.

Trained as a Landscape Architect with a professional background in history and planning, Jake brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically-integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

Mark Karet, AICP
Director of Planning
Planning Services
Zev Cohen & Associates, Inc.

Mark has 35 years of professional experience as a planner for public agencies and private consultants. He has broad experience and expertise in land development regulation, entitlement coordination, comprehensive planning, zoning, community development, redevelopment, affordable housing, grant administration, capital improvement planning, budgeting, and business process improvement. He has spent his career helping communities both large and small plan for their future.

Jason Salatto
Construction Engineering Inspection Manager
Construction Administration
Zev Cohen & Associates, Inc.

Jason spent time working in production quarries & mines, Construction Engineering Inspection, and managing numerous public & private construction projects for a multi-disciplined civil contractor over the last 9 years. He is a strong communicator who establishes clear strategic goals and builds a culture of trust and accountability to execute and deliver results.

Sub-Consultants

Jonathan Brasch, P.E.
Professional Engineer
Transportation Services - Lassiter Transportation Group, Inc.

Jonathan brings extensive expertise to the realm of traffic engineering, with a focus on specialized areas including traffic signal design, Intelligent Transportation Systems (ITS) design, and lighting design. With his dedication to advancing transportation engineering and exceptional communication skills, Mr. Brasch plays a vital role in shaping the success of our projects and fostering innovation within the field.

Brian Pohl, P.E.
Professional Engineer
Geotechnical Services - Universal Engineering Sciences, LLC

Brian coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential, and industrial facilities and small to large roadways. He Has experience in shallow and deep foundation and testing services analysis, including spread footing and pile foundations. Brian has conducted geotechnical studies for roadways, airport and bridge projects, and land development. He also provided earthwork recommendations for underground utilities within problematic soil conditions.

Joseph "Joe" Zapert, PLS
Professional Land Surveyor
Survey Services - Sliger & Associates, Inc.

In 1974 Joesph began working for Sliger & Associates, Inc. and through his dedicated, hands-on approach, he was able to advance in his career by becoming a survey Party Chief in 1979. Over the course of several years, Joseph continued to set himself apart with focus, determination, and leadership skills permitting him to become a Professional Land Surveyor in 1983, a Project Manager in 1987, and a Senior Project Manager in 2000. By January of 2005, Joseph's sound working knowledge, project management skill, and effective leadership enabled Joseph to become President of Sliger & Associates, Inc.

Kyle Findlater, P.E.
Professional Engineer
Structural Engineering - Cape Design Engineering Co.

Kyle understands the various hazards and corrosive environment faced by structures in Florida. His experience and understanding of relevant codes have given him the tools to navigate a variety of situations. His strong technical background includes conceptual layout, preliminary and detailed design, site investigation, and construction management.

Craig Marshall, P.E.
Professional Engineer
Electrical Engineering - Cape Design Engineering Co.

Craig currently serves as a Senior Electrical Engineer at Cape Design Engineering Co. His project experience includes office buildings and tenant improvements, vehicle maintenance facilities, manufacturing shops, research labs, secure communications rooms, firing ranges, university residence halls, and university academic facilities.

Lee Hale
Grant Writer - Hale Innovation, LLC

Lee has been supplying for more than 13 years a unique service that combines grant pursuit strategy and writing ability with the professional insight of an engineer. Lee, a civil engineer by training and experience, launched Hale Innovation on July 1, 2021, out of Mainland, Fl. His engineering expertise allows him to approach capital project funding with distinctive eye for project/grant compatibility and gives him the ability to make project modification and phasing recommendations to increase the likelihood of successful grant pursuit.

Robert J. Ball, P.E.

President

Zev Cohen & Associates, Inc.

Civil Engineer, Years of Experience: 25

With current firm: 25

Education

B.S. Civil Engineering, University of South Florida

Registration

Registered Professional Engineer, State of Florida P.E. #60001

Robert Ball, P.E., possesses the attention to detail and problem-solving skills that enable him to coordinate and expedite tasks by combining experience in engineering design with a diligent approach to project management. He has strong technical ability and an extensive knowledge of the local land development process. Zev Cohen & Associates, Inc. and PQH Group are currently collaborating on a Halifax Riverfront Apartments project.

Daytona Beach International Airport Master Stormwater Plan
Daytona Beach, FL

Volusia County Medical Examiner's Facility
Daytona Beach, FL

Volusia County Emergency Operations Center
Daytona Beach, FL

Volusia County Sheriff's Evidence Storage Facility
Daytona Beach, FL

City of Ormond Beach Downtown Stormwater Plan
Ormond Beach, FL

Beach Street Force Main
Daytona Beach, FL

State of Florida Division of Blind Services Campus Expansion
Daytona Beach, FL

Randy M. Hudak, P.E.

Vice President

Zev Cohen & Associates, Inc.

Civil Engineer, Years of Experience: 22

With current firm: 22

Education

B.S. Civil Engineering, University of Central Florida

Registration

Registered Professional Engineer, State of Florida P.E. #65053

Randy M. Hudak, P.E. possesses the energy and drive that enables him to be an exceptional Project Manager. His ability to coordinate and expedite a multitude of tasks results in the delivery of projects that are on time and within budget. Randy has enjoyed the opportunity to manage a wide variety of public and private sector projects that have enabled him to cultivate a strong customer service-oriented approach to his project management. This approach, coupled with his strong technical foundation, provides each client with a unique and tailored approach to their specific project goals.

Herbert Street Sidewalks
Port Orange, Florida

Airport Road Extension
Flagler County, Florida

Turnbull Bay Bridge Replacement
New Smyrna Beach, Florida

Yorktowne Boulevard (North and Central Sections)
Port Orange, Florida

Hand Avenue Collector Road Upgrade
Ormond Beach, Florida

City of Port Orange Plan Review
Port Orange, Florida

DeLand Fire Station #81 and Police Evidence Facility
DeLand, Florida

Resumes of Professional Staff

Haluk (Luke) Kilic, P.E.

Director of Engineering

Zev Cohen & Associates, Inc.

Civil Engineer, Years of Experience: 18
With current Firm: 16

Education
B.S. Civil Engineering, Embry Riddle Aeronautical University

Registration
Registered Professional Engineer, State of Florida
P.E. #84244

Haluk (Luke) Kilic, P.E., is a reliable and committed engineer with experience in multiple disciplines of engineering. He maintains the highest level of work ethics while working jointly with clients, contractors and agencies. Luke understands the importance of time management while completing projects and he is able to guarantee the highest quality of work which continually satisfies our clients' demands.

Ormond Beach Water Main Replacement Project
Ormond Beach, Florida

Beach Street Forcemain
Daytona Beach, Florida

Broadway Avenue Watermain and Forcemain Extensions for Security First Insurance
Ormond Beach, Florida

Hand Avenue Collector Road Widening
Ormond Beach, Florida

Ormond Beach Downtown Stormwater Management Plan
Ormond Beach, Florida

Woodhaven Master Utility Plan
Port Orange, Florida

Flagler County Library
Bunnell, Florida

Ormond Beach YMCA Master Plan and Implementation
Ormond Beach, Florida

Melia L. Russell, P.E.

Sr. Professional Engineer

Zev Cohen & Associates, Inc.

Civil Engineer, Years of Experience: 21
With current firm: 20

Education
B.S. Civil Engineering, Embry Riddle Aeronautical University

Registration
Registered Professional Engineer, State of Florida
P.E. #68357

Melia L. Russell, P.E., excels in complex planning, design and permitting projects. She provides our clients with the best practical design and diligence in bringing projects to completion on time and under budget. Melia's attention to detail and organization are evident in all her work. She is eager to provide solutions that surpass the evolving technological changes of the industry.

Beach Street Forcemain
Daytona Beach, Florida

Andros Isles Utility Extensions
Daytona Beach, Florida

Clyde Morris Boulevard Widening
Volusia County, Florida

Auditorium Boulevard Streetscape and Pedestrian Plaza
Daytona Beach, Florida

7th Street Drainage Improvements
Holly Hill, Florida

Helen Howland Boulevard Utility Extension
Deltona, Florida

Daytona Beach International Airport – Aircraft Rescue and Firefighter building
Daytona Beach, Florida

Holly Hill Pickleball Complex (Pictona)
Holly Hill, Florida

Ryan Duggan, P.E.

Professional Engineer

Zev Cohen & Associates, Inc.

Civil Engineer, Years of Experience: 8

With current firm: 8

Education

B.S. Civil Engineering,
University of South Florida

A.A. Science,
Daytona State College

Registration

Registered Professional Engineer, State of Florida P.E. #93396

Ryan Duggan, P.E., has a thorough attention to detail and is an asset to the team here at Zev Cohen & Associates, Inc. (ZCA). Ryan takes a logical approach when project concerns arise and is able to resolve them in a timely, cost-effective manner. Ryan is client satisfaction driven, resulting in successful projects and gratified clients.

Sweetwater Elementary School Site Improvements
Port Orange, Florida

Museum of Arts and Sciences Flood Study
Daytona Beach, Florida

The Center at Deltona
Deltona, Florida

Port Orange Police Department Shooting Range
Port Orange, Florida

Daytona State College's Daytona Campus Parking Lot Additions
Daytona Beach, Florida

Rima Ridge Roadway Rehabilitation
Flagler County, FL

Brannon Center
New Smyrna Beach, Florida

Sean Meade, E.I.

Engineer Intern

Zev Cohen & Associates, Inc.

Civil Engineer, Year of Experience: 4

With current Firm: 2

Education

B.S. Civil Engineering
Embry-Riddle Aeronautical University

Registration

Engineering Intern, State of Florida #1100023589

Sean D. Meade, E.I., strives to produce quality work while maintaining effective communication with team members and clients. He is capable of handling multiple tasks and does not shy away from tackling complex problems. Sean has gained experience through multiple public and private sector projects that have given him opportunities to expand his design and project management skills. His goal is always to provide a product that is well thought out in all aspects and believes that no stone should be left unturned.

DeLand Utility Administration Building
DeLand, Florida

Port Orange Public Works Field Operation Facility
Port Orange, Florida

Daytona State College Deltona Campus Building 2
Deltona, Florida

Flagler* County *Library
Bunnell, Florida

Seminole *County Fire Station No. 25*
Seminole County, Florida

Cassen Park Redevelopment
Ormond Beach, Florida

Jason Salatto

Construction Engineering Inspection Manager

Zev Cohen & Associates, Inc.

Construction Administration, Years of Experience: 9

With current firm: 1

Education

High School Diploma

Registration

Asphalt Paving L1, Asphalt Paving L2, Asphalt Paving Plant L2, Earthworks CI L1, Earthworks CI L2, MOT Intermediate, Final Estimates L1, Final Estimates L2, Stormwater Management Inspector

Jason Salatto spent time working in production quarries & mines, Construction Engineering Inspection, and managing numerous public & private construction projects for a multi-disciplined civil contractor over the last 9 years. He is a strong communicator who establishes clear strategic goals and builds a culture of trust and accountability to execute and deliver results.

Deland Airport Industrial Park Access Road
DeLand, Florida

Continuing Infrastructure Support Services
Ponce Inlet, FL

Cici & Hyatt Brown Hall, Stetson University
DeLand, Florida

Derbyshire Neighborhood Sidewalk Improvements
Daytona Beach, Florida

Ormond Beach Airport Business Park Collector Road Extension
Ormond Beach, Florida

Mason Daytona Apartment Complex
Daytona Beach, Florida

Rip Hewes Stadium Phase 1
Dothan, Alabama

Jake E. Stehr, P.L.A

Sr. Landscape Architect

Zev Cohen & Associates, Inc.

Landscape Architecture,
Years of Experience: 8
With current firm: 8

Education

B.A. History,
Oklahoma Baptist University

Master of Landscape Architecture,
Auburn University

Registration

Registered Landscape Architect, Florida LA6667462

Jake E. Stehr, P.L.A. brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

DeLand Fire Station
DeLand, Florida

The Center at Deltona,
Deltona, Florida

Dunlawton Avenue Median Landscaping
Port Orange, Florida

State Road 600/International Speedway Blvd. Streetscape
Daytona Beach, Florida

Daytona State College Soccer Complex
Daytona Beach, Florida

City of South Daytona Gateway Signage
South Daytona, Florida

Volusia County Sheriff's Evidence Storage Facility
Daytona Beach, Florida

Port Orange Police Department Shooting Range, Public Safety
Port Orange, Florida

Mallory B. Tatum
Environmental Scientist
Zev Cohen & Associates, Inc.
Environmental Scientist,
Years of Experience: 9
With current Firm: 4

Education
M.S. Integrated Environmental Science Bethune-Cookman University
B.A. Environmental Science Stetson University

Registration
Authorized Gopher Tortoise Agent, Florida Fish and Wildlife Conservation Commission #GTA-20-00065

Mallory B. Tatum is an engaging and active ecologist and, as a Volusia County native, she has been exposed to a range of ecological and business diversity. Mallory's current experience involves federal, state and local permitting, wetland delineation, threatened and endangered species surveying, habitat management, and mitigation monitoring. Her ability to absorb details and produce results reflects her values and considerations towards managing the client's time and money.

Volusia County East Central Regional Rail Trail (ECRRT)
Volusia County, Florida

Lake Winnemissett Boat Ramp
DeLand, Florida

DeLand Airport Industrial Park
Volusia County, Florida

Old New York Avenue Paved Shoulders
Volusia County, Florida

City of Daytona Beach Tomoka River, International Speedway Forcemain Crossing
Daytona Beach, Florida

Holly Hill Pickleball Complex (Pictona)
Holly Hill, Florida

Mark P. Karet, AICP
Director of Planning
Zev Cohen & Associates, Inc.
Planner, Years of Experience: 35
With current firm: 12

Education
M.A. Urban and Regional Planning, University of Florida
B.A. Public Affairs, The George Washington University

Registration
American Institute of Certified Planners,

Mark P. Karet, AICP, has broad experience and expertise in land development regulation, entitlement coordination, comprehensive planning, zoning, community development, redevelopment, affordable housing, grant administration, capital improvement planning, budgeting, and business process improvement. He has spent his career helping communities both large and small plan for their future.

Planner of Record
Town of Pierson, Florida

Town of Pierson CDBG Water Supply and Treatment Project
Pierson, Florida

West Ormond Beach Community Recreation Center Feasibility Study
Ormond Beach, Florida

Planner of Record
City of Bunnell, Florida

Daytona Beach shores City Center
Daytona Beach Shores, Florida

City Redevelopment Plan
Daytona Beach, Florida

City of Edgewater Comprehensive Plan
Edgewater, Florida

Evaluation and Appraisal Report (EAR)
Daytona Beach Shores, Florida

Jonathan Brasch, P.E.

Signalization Engineer

Lassiter Transportation Group, Inc.

Civil Engineer, Total Years of Experience: 10
With Current Firm: 10

Education
BS in Civil Engineering, Embry-Riddle University

Registration
Registered Professional Engineer, State of Florida P.E. #94069

Jonathan Brasch, P.E. brings extensive expertise to the realm of traffic engineering, with a focus on specialized areas including traffic signal design, Intelligent Transportation Systems (ITS) design, and lighting design. With his dedication to advancing transportation engineering and exceptional communication skills, Mr. Brasch plays a vital role in shaping the success of our projects and fostering innovation within the field.

Summer Trees Rd at Williamson Blvd Traffic Signal Design
Port Orange, Volusia County, FL

Deltona Blvd at Enterprise Rd Traffic Signal Design
Deltona, Volusia County, FL

Saxon Blvd at Providence Blvd Traffic Signal Design
Deltona, Volusia County, FL

SR 44 at Sugar Mill Dr Traffic Signal Design
New Smyrna Beach, Volusia County, FL

Wickham Road at Stadium Parkway Traffic Signal Design
Brevard County, FL

Hibiscus Boulevard at Gateway Drive Traffic Signal Design
Brevard County, FL

Craig Marshall, P.E.

Electrical Engineer

Cape Design Engineering Co.

Electrical Engineer, Years of Experience: 25 years
With Current Firm: 1

Education
BS in Electrical Engineering

Registration
Registered Professional Engineer, State of Florida P.E. #96476
Registered Professional Engineer, State of Virgina P.E. #0402038928

Craig Marshall, P.E., Currently serves as a Senior Electrical Engineer at Cape Design Engineering Co. His project experience includes office buildings and tenant improvements, vehicle maintenance facilities, manufacturing shops, research labs, secure communications rooms, firing ranges, university residence halls, and university academic facilities.

Renovation of Old Dominion University, College of Engineering Maker Space and Innovation Center
Norfolk, VA

Emergency Power for Lab Spaces in Mills Godwin Building Biology Facility at Dominion University
Norfolk, VA

Student Housing (Whitehurst Hall) HVAC, Electrical, and Fire Protection Upgrades at Old Dominion University
Norfolk, VA

HVAC and Electrical Upgrades for ODU NAVY ROTC Center
Norfolk, VA

GIS Computer Lab at Old Dominion University
Norfolk, VA

Modify Elevator 1, High-bay 2, Vehicle Assembly Building *Kennedy Space Center, FL*

Install UPS Room 3F1 Vehicle Assembly Building
Kennedy Space Center, FL

Joseph Zapert, PLS

President

Sliger & Associates Inc.

Surveyor, Years of Experience: 50
With Current Firm: 50

Education

Associate of Science, Land Surveying
Palm Beach Community College

Registration

State of Florida, Professional Surveyor #4046

Joseph Zapert, PLS, is a highly regarded surveyor that began his career in 1972 with Lowery Brothers Construction. Shortly after, in 1974, Joesph began working for Sliger & Associates, Inc. and through his dedicated, hands-on approach, he was able to advance in his career by becoming a survey Party Chief in 1979, now mainly concentrating on construction surveying. Over the course of several years, Joseph continued to set himself apart with focus, determination, and leadership skills permitting him to become a Professional Land Surveyor in 1983, a Project Manager in 1987, and a Senior Project Manager in 2000. By January of 2005, Joseph's sound working knowledge, project management skill, and effective leadership enabled joseph to become President of Sliger & Associates, Inc.

One Daytona
Daytona Beach, FL

Daytona Beach International Airport Parcel 61 & 62
Daytona Beach, FL

Volusia County Tomoka Farms Road Landfill
Daytona Beach, FL

Daytona Beach International Airport Master Plan
Daytona Beach, FL

Port Orange Riverwalk
Port Orange, FL

Lawrence (Lee) Hale, Assoc. DBIA, P.E.

Grant Writer

Hale Innovation, LLC

Years of Experience: 13
With current Firm: 4

Education

MS Engineering, Marshall University
BS Civil Engineering, West Virginia University Institute of Technology

Registration

State of Florida, Professional Engineer #83465

State of West Virgina, Professional Engineer #21116

State of North Carolina, Professional Engineer #54569

Associate DBIA

Lawrence (Lee) Hale, P.E., provides a unique service that combines grant pursuit strategy and writing ability with the professional insight of an engineer. His engineering expertise allows him to approach capital project funding with a distinctive eye for project/grant compatibility and gives him the ability to make project modification and phasing recommendations to increase the likelihood of successful grant pursuits.

Cape Lookout Criteria Package
Outer Banks, North Carolina

Rowell Waterfront Grant Pursuit
Key Largo, Florida

JEA Grant Pursuit Master Plan
Jacksonville, Florida

Lake Wales RAISE Grant Cost Analysis
Lake Wales, Florida

Lake Conine Improvements CDBG Application (Florida Commerce)
Winter Haven, FL

Winter Haven Wastewater Grant Research and Master Pursuit Plan
Winter Haven, FL

Kyle Findlater, P.E.

Structural Engineer

Cape Design Engineering Co.

Civil Engineer, Years of Experience: 7

With Current Firm: 1

Education

BS in Civil Engineering

Registration

Registered Professional Engineer, State of Florida P.E. #94353

Kyle Findlater, P.E., understands the various hazards and corrosive environment faced by structures in Florida. His experience and understanding of relevant codes have given him the tools to navigate a variety of situations. His strong technical background includes conceptual layout, preliminary and detailed design, site investigation, and construction management.

South Lake Elementary School Roof Replacement
Titusville, FL

Apollo Elementary School Roof Replacement
Titusville, FL

Imperial Estates Elementary School Roof Replacement
Titusville, FL

Antenna Tower Repair, Space Force Station
Cape Canaveral, Florida

Area 57W Building 508013-Ton Overhead Crane Evaluation
Cape Canaveral, Florida

South Lake Elementary School Roof Evaluation
Titusville, FL

South Lake Elementary School Roof Replacement
Titusville, FL

Brian Pohl, P.E.

Senior Geotechnical Engineer

Universal Engineering Sciences, LLC

Civil Engineer, Years of Experience: 25

With current firm: 25

Education

BS in Civil Engineering, University of Central Florida

Registration

Registered Professional Engineer, State of Florida P.E. #60216

Brian Pohl, P.E., coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential, and industrial facilities and small to large roadways. He Has experience in shallow and deep foundation and testing services analysis, including spread footing and pile foundations. Brian has conducted geotechnical studies for roadways, airport and bridge projects, and land development. He has experience with various pavements, rigid and flexible design. He also provided earthwork recommendations for underground utilities within problematic soil conditions.

New Smyrna Beach Marina
New Smyrna Beach, FL

East Central Regional Rail Trail
Volusia County, FL

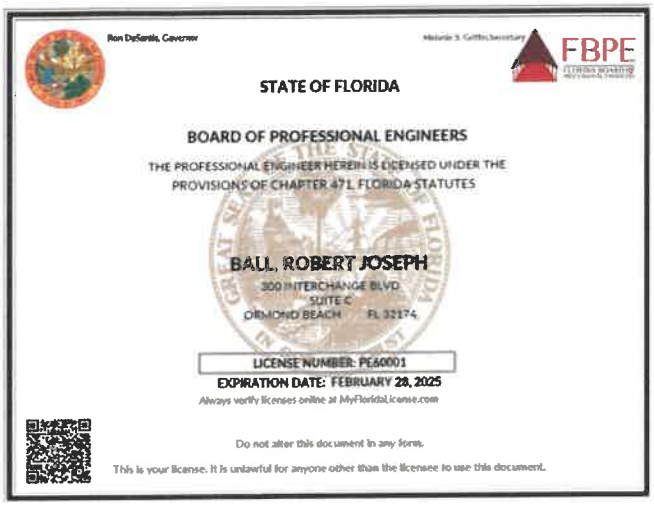
SR 442 Pedestrian Bridge
Volusia County, FL

Trader Joe's Distribution Center
Daytona Beach, FL

Jacksonville Shipyard Redevelopment
Jacksonville, FL

City of Deltona Rapid Infiltration Basin
Deltona, FL

Professional Licenses



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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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BALL, ROBERT JOSEPH
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE60001
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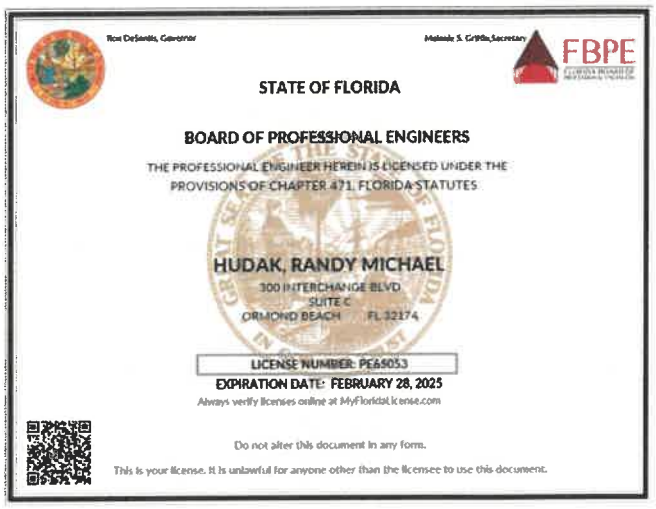

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HUDAK, RANDY MICHAEL
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

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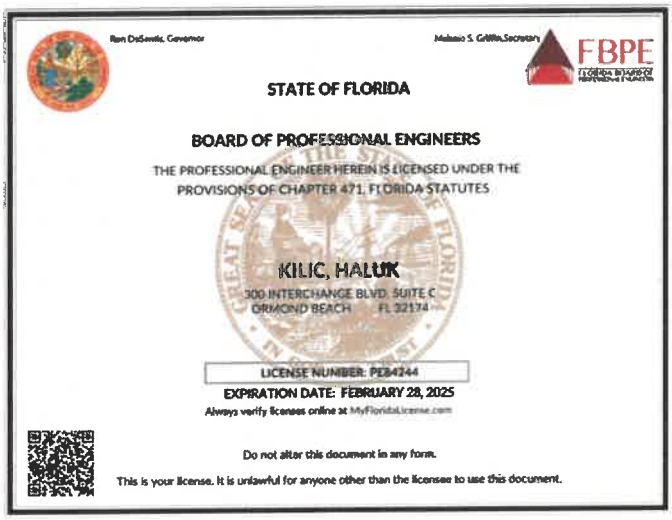

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KILIC, HALUK
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE84244
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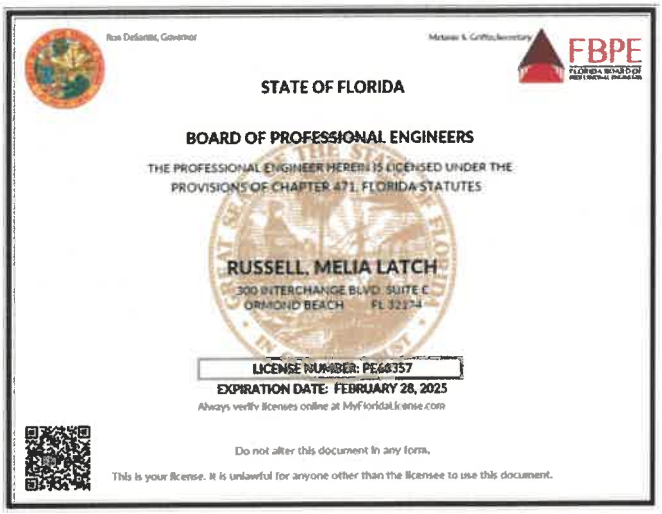

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RUSSELL, MELIA LATCH
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH FL 32174

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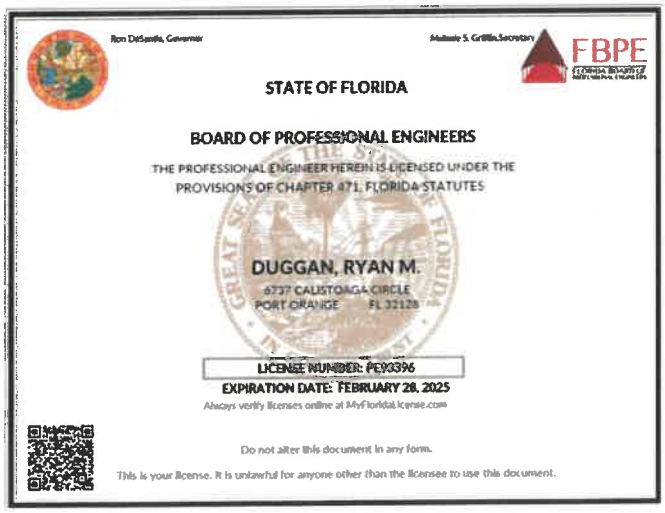

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DUGGAN, RYAN M.
6737 CALISTOGA CIRCLE
PORT ORANGE FL 32128

LICENSE NUMBER: PE93396
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

STEHR, JAKE EDWIN
751 LINDENWOOD CR EAST
ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667462
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 11/15/2023
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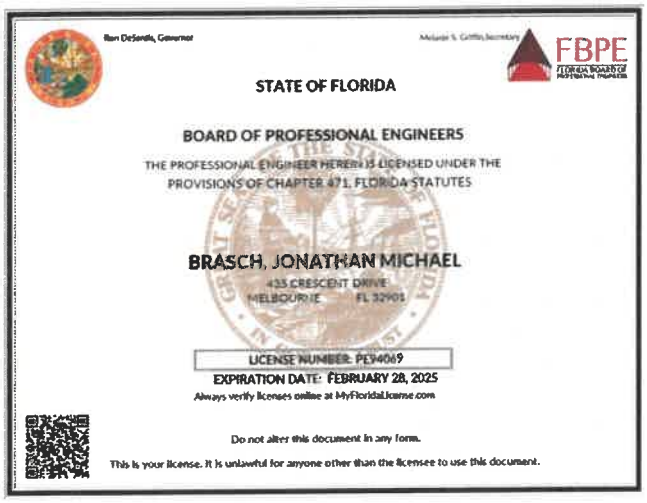

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STATE OF FLORIDA

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BRASCH, JONATHAN MICHAEL
435 CRESCENT DRIVE
MELBOURNE FL 32901

LICENSE NUMBER: PE94069
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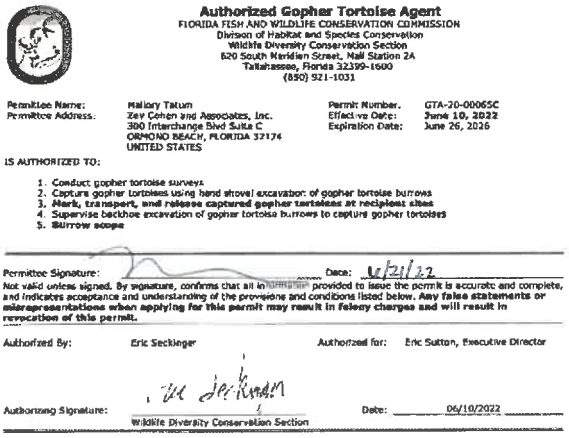

Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Mallory Tatum
Permittee Address: Zev Cohen and Associates, Inc.
300 Interchange Blvd Suite C
ORMOND BEACH, FLORIDA 32174
UNITED STATES

Permit Number: GTA-20-00065C
Effective Date: June 10, 2022
Expiration Date: June 26, 2026

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
5. Burrow scope

Permittee Signature: _____ Date: 6/21/22

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized By: Eric Seckinger — Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____ Date: 06/10/2022
Wildlife Diversity Conservation Section

ZCA Florida Engineering License

Licensee

Name:	**ZEV COHEN & ASSOCIATES, INC**	License Number:	**4516**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**09/29/1986**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
40318	Current, Active	DURANT, M DWIGHT	Registry	02/12/2005	Professional Engineer	02/28/2025

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4046**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JOSEPH EDWARD ZAPERT
3921 S NOVA RD
PORT ORANGE, FL 32127-4910

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Professional Licenses

Ron DeSantis, Governor

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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POHL, BRIAN C

145 CORAL CIRCLE
SOUTH DAYTONA FL 32119

LICENSE NUMBER: PE60216

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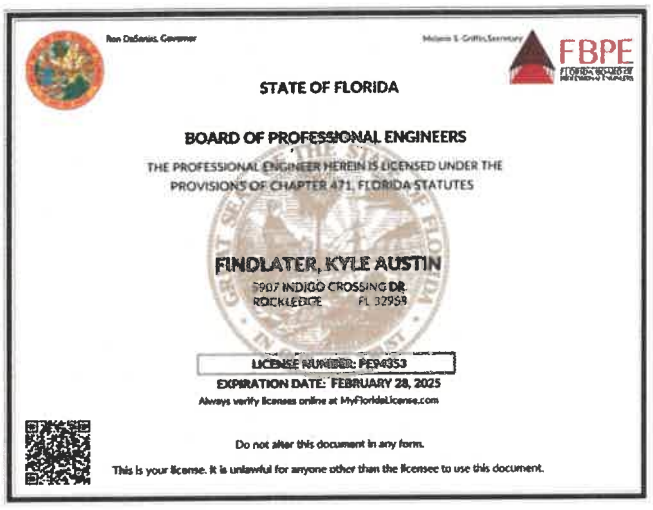

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FINDLATER, KYLE AUSTIN

7907 INDIGO CROSSING DR.
ROCKLEDGE FL 32955

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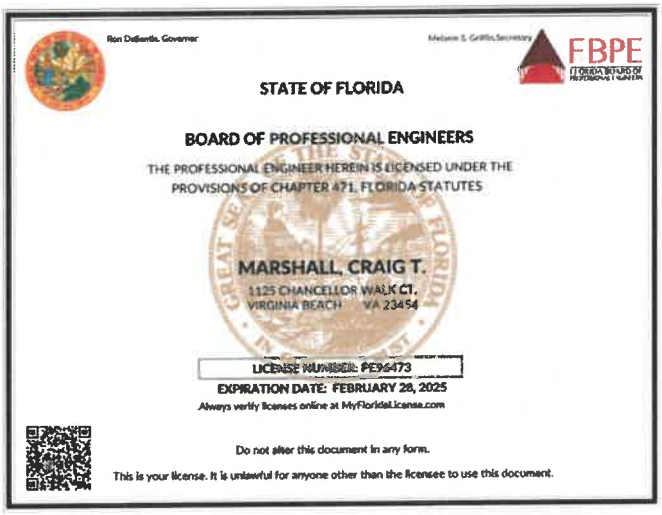

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MARSHALL, CRAIG T.

1125 CHANCELLOR WALK CT.
VIRGINIA BEACH VA 23454

LICENSE NUMBER: PE94473

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TAB D

QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES

Value-Added Approach

The ZCA Team understands that as an extension of the City's Staff, efficiency is the key; there will always be a demand to accomplish tasks quicker, more cost effective and better. The scope of the projects to be assigned under the continuing services contract is wide-ranging and involves a variety of technologies. There are certain practices that the ZCA Team implements that will provide an innovative approach and contract management via utilization of new or different technologies. The following summarizes some of the innovative approaches that the ZCA Team uses:

- **Measure twice, cut once:** The QA/QC process helps refine this concept, but it goes beyond a review of the plans or documents. Since ZCA is local, we are able to be on a City of Port Orange project site within 15 to 20 minutes. Sometimes follow-up site visits are helpful and, with ZCA's proximity, this is no problem. This means that we can have a real-world understanding of the project site and the surroundings so that mistakes are not made at the beginning and along the way during the design.
- **Make sure that maintenance will not cost more than the original improvement:** Any improvement or repair to a particular type of infrastructure that involves new or different technology must be verified as to the requirements for future maintenance.
- **Use readily available data whenever possible:** The current availability of site-specific data from various sources (SJRWMD, Volusia County GIS, etc.) allows for quick and convenient access to valuable data needed for preliminary planning and design. This reduces human resources and the need for detailed field surveys or studies.

- **Focus on Task:** We are aware that scope-creep can be disastrous to a project's budget. Once the scope and the end deliverable are set, ZCA will expeditiously complete the tasks needed to complete the project avoiding potential cost over-runs.
- **Use other people's money:** The competition for grants and other funding sources is fierce and being able to leverage local funds with state and federal funds will provide a benefit to the local government. As an example, ZCA has been able to use FEMA funding for projects with our Continuing Service Clients for stormwater improvements.
- **Avoid tunnel vision:** An improvement or repair to a particular City facility may open an opportunity to improve other facilities at a reduced cost. Road projects exemplify this technique. When a road is being repaired, it may be an opportunity to improve stormwater, utilities, sidewalks or other facilities within the right-of-way so that mobilization and contracting costs are reduced.
- **Don't buy a Cadillac when a Chevy will do:** This is a simple philosophy that ZCA has embraced. The critical element is developing plans that provide for a long-term solution without breaking the bank. ZCA has the knowledge and experience to know what material or construction method will get the job done satisfactorily meeting client requirements, quickly and within budget.

Ormond Beach Stormwater Management Plan and Implementation (New Britain Avenue Stormwater System)

The City of Ormond Beach's Downtown Community Redevelopment Agency (CRA) Master Plan identified the need to **evaluate stormwater management aspects for the redevelopment of existing developed and undeveloped areas within the downtown corridor.** The CRA recognized the importance of preparing a Master Plan approach to meet the stormwater needs of this area. Through advanced planning and permitting, Zev Cohen & Associates, Inc. established the often unknown stormwater component of development opportunities so they can be identified and properly programmed to facilitate long-term growth and sustainability for the City of Ormond Beach.

The project consisted of preparing a Master Drainage Plan for the CRA Districts which provided a blueprint for future redevelopment within the CRA. Zev Cohen & Associates, Inc. was also responsible for obtaining a Conceptual Stormwater Permit from the St. Johns River Water Management District. Finally, in addition to the Master Plan and Stormwater Permitting, **Zev Cohen & Associates, Inc. provided the City of Ormond Beach a "User's Manual" to be used by the City and developers in the design of future redevelopment sites within the CRA.** The CRA boundaries encompass approximately 238 acres of land including a core downtown area for the City of Ormond Beach.

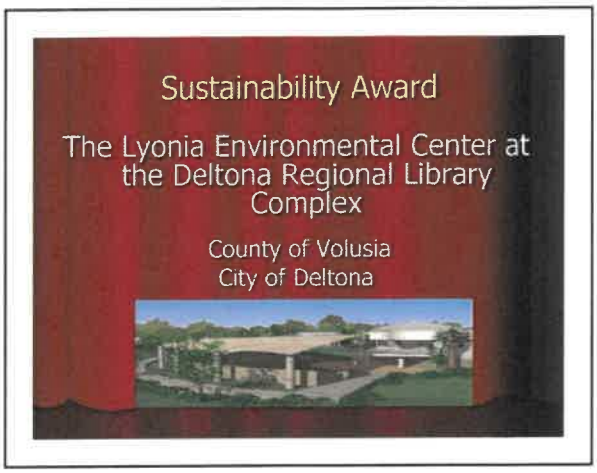
Innovative Approach
Project Examples

Holly Hill 7th Street Drainage Improvements

ZCA was contracted by the City of Holly Hill through their Continuing Services Agreement to assist in **solving an on-going drainage problem for the residence along 7th Street in Holly Hill.** The existing drainage system was constructed in the 1950's of vitrified clay pipe. **The system had been damaged over the years and it was undersized to meet today's drainage standards.** The City engaged ZCA to redesign 765 LF of stormwater replacement pipe.

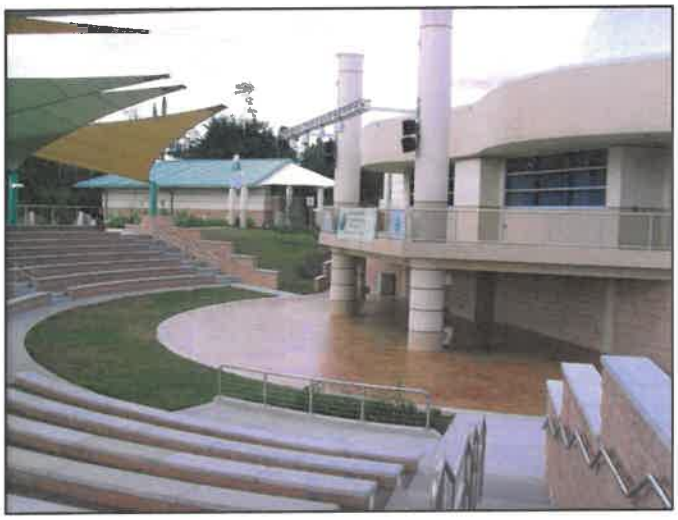
After a cost analysis, ZCA determined it was more economical to directional drill the majority of the new system than use open cut to install the new pipe. This allowed the Contractor to **minimize disruption to homeowner's driveways, sidewalk, mailboxes, and existing trees**. The stormwater outfall was into the Halifax River which during high river tide events will allow stormwater to back charge the stormwater pipes. ZCA added Tideflex System to the outfall to prevent this back charge occurrence. ZCA coordinated with the City Staff to locate existing utilities in this long established neighborhood. The project also included milling and resurfacing an intersection of an arterial roadway.

Deltona Regional Library Complex Expansion and Lyonia Environmental Center



The Library site was adjacent to the County's Lyonia Scrub Jay Preserve. Volusia County wanted to **minimize disturbance of the existing scrub oak vegetation** that dominated the library expansion area.

The Library area is surrounded by large drainage basin with depressional areas which were evaluated using LIDAR. These various drainage basin and depression areas were analyzed and a strategy was developed to manage these stormwater basin areas with the proposed Library improvements. **Strategies were developed to use the contours of the site as opposed to mass grading.** ZCA prepared a grading plan generally following the natural contours to minimize disturbance to the Scrub Oaks which are used by the Scrub Jays. Several alternative stormwater designs were developed for the Library site and presented to the County. These were developed to provide the County alternatives to compare disturbance areas versus construction costs. Ultimately, **ZCA provided a stormwater design that utilized these natural depressional areas which minimized both the cost and disturbance area.**



Innovative Approach
Project Examples

Holly Hill Pickleball Complex (Pictona)

The Holly Hill Pickleball Complex known as Pictona was created by a joint venture agreement between the City of Holly Hill and Philanthropist, Rainer Martin. The City's park complex was an underutilized public facility. The City and Mr. Martin cooperated to create a state of the art Pickleball Complex and energize the City's park facility. The complex has been a success beyond the City of Holly Hill and Mr. Martins expectations.

The City and the Facility Operator wanted to maximize the use of the park for a multipurpose complex. The design of the stormwater system was a challenge to meet this goal. **The system had to meet Total Maximum Daily Load (TMDL) requirements and the site needed fill for the western end. ZCA designed a dry bottom stormwater system which during the large tournament events can be used for over flow parking and met the TMDL requirements. ZCA also included an overflow wet bottom pond which was excavated and used as a fill source for the western end of the site.**

TAB E

FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

Litigation Statement

Zev Cohen & Associates, Inc. (ZCA) has not been involved in any litigation whether initiated by an administrative agency or class action within the past 5 years. ZCA has also never been involved in any debarment or proceeding related to the professional activities of the firm.

ZCA has never been terminated from any government agency contract agreement for default, convenience or non-performance, especially for failure to complete the scope of work assigned.

TAB F

REFERENCES

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Daytona Beach

   Contact Person: Shannon Ponitz, P.E.

   City, State: Daytona Beach, FL

   Telephone Number: (386) 671-8825

   Email Address: ponitzshannon@codb.us

   Description of goods/services provided: 6,000 LF, 36" Forcemain along Beach Street

   Contract Amount: $288,000

   Start/End Date of Contract: March 2018 - May 2021

2. Company Name: Volusia County

   Contact Person: Tadd Kasbeer, P.E.

   City, State: DeLand, FL

   Telephone Number: (386) 736-5967

   Email Address: tkasbeer@volusia.org

   Description of goods/services provided: Civil site improvements, environmental services and permitting for Volusia County Sheriff's Evidence Facility

   Contract Amount: $164,000

   Start/End Date of Contract: June 2016 - February 2019

3. Company Name: City of Ormond Beach

   Contact Person: Joyce Shanahan, City Manager

   City, State: Ormond Beach, FL

   Telephone Number: (386)676-3200

   Email Address: joyce.shanahan@ormondbeach.org

   Description of goods/services provided: Design of seawall, ADA ramp, and stairs damaged in Hurricane Ian at Andy Romano Beachfront Park

   Contract Amount: $93,965

   Start/End Date of Contract: September 2023 - February 2024 (est.)

This document must be completed and returned with your submittal.

ZEVCOHE-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2024

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	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER A : Travelers Property & Casualty of America	25674
	INSURER B : Phoenix Insurance Co. (Travelers)	25623
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6602P382574	11/21/2023	11/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		BA1R863945	11/21/2023	11/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP2P385607	11/21/2023	11/21/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB7S3408672347G	11/21/2023	11/21/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			PAAEP0163000	11/21/2023	11/21/2024	Per Claim/Aggregate	2,000,000

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

RE: RFSQ #23-18 Professional Engineering Services

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. A Waiver of Subrogation for Workers Compensation applies when required by written contract.

CERTIFICATE HOLDER

The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

Erin K. Kelley

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IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT # 23-18

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: President Date: January 26, 2024

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 · Fax: 386-677-2505
www.ZevCohen.com

2024 Hourly Rate Schedule

Principal	$230.00
Department Director	$215.00
Senior Professional Engineer	$190.00
Senior Registered Landscape Architect	$180.00
Project Manager	$180.00
Senior Planner	$160.00
Senior Biologist/Env. Scientist/GIS Analyst	$170.00
Professional Engineer	$155.00
Registered Landscape Architect	$150.00
Environmental Scientist II/GIS Specialist II	$115.00
Engineer II	$115.00
Landscape Architect II	$115.00
Planner II	$115.00
Senior Designer	$110.00
Environmental Scientist I/GIS Specialist I	$105.00
Engineer I	$105.00
Landscape Architect I	$105.00
Planner I	$105.00
Designer	$ 95.00
CADD Manager	$120.00
Senior CADD Technician	$110.00
CADD Technician	$100.00
Construction Administration Manager	$145.00
Construction Administrator	$120.00
Construction Administration Technician	$100.00
IT Manager	$105.00
Certified Soil Scientist	$170.00
Certified Arborist	$110.00
Landscape Designer	$ 95.00
Engineering Technician	$ 85.00
Biological Technician	$ 70.00
Technical Assistant	$ 70.00
Senior Clerical	$ 65.00
Clerical	$ 55.00

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Zev Cohen & Associates, Inc.

Payment Remit to Name: Zev Cohen & Associates, Inc.

Contact Name and Title: Robert J. Ball, President

Phone number: (386) 677-2482 Email address: bball@zevcohen.com

Taxpayer Identification Number (TIN): 59-2717554

Type of Commodity/Services: consulting engineering services

Permanent Address:

Street Address: 300 Interchange Blvd. Ste. C

City: Ormond Beach State: FL Zip: 32174

Remit to Address (if different from above):

Street Address: same

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Truist
Bank ACH Routing Number:	0610001004
Bank Account Number:	0532041909823
Name on Bank Account:	Zev Cohen & Associates, Inc.
Accounts Receivable Email:	vvargas@zevcohen.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Zev Cohen & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

300 Interchange Blvd., Suite C

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	7	1	7	5	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ **Date ▶** January 4, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Florida County of Volusia

I, Robert J. Ball, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Travelers Casualty & Surety Company, under the terms of Policy Number UB7S340867 for a period from 11/21, 20 23 to 11/21, 20 24.

WITNESS:
By: Nina Squires
Company: Zev Cohen & Associates, Inc.

CONTRACTOR:
By:
Company: Zev Cohen & Associates, Inc.
Name/Title: Robert J. Ball/ President

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 26th day of January, 2024, by Robert J. Ball and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jill A Eckstein
My Commission
HH 167769
Exp. 8/22/2025

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (F11) Approval to Co-Sponsor a Job Fair Event with Port Orange/South Daytona Chamber of Commerce

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Port Orange/South Daytona Chamber of Commerce job fair event at the REC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Port Orange/South Daytona Chamber of Commerce (Chamber) would like to partner with the City to host a job fair at the REC on May 16, 2024. The event will include local businesses looking to hire in the future and on site. The approval of co-sponsorship would include waiving the rental and staffing fees associated with the REC in an amount not to exceed $1,000.00. The Chamber will provide the required insurance.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	POSD Chamber Rental Application	POSD Chamber Rental Application.pdf
2.	POSD Chamber Rental Invoice	POSD Chamber Rental Invoice.pdf

Susan Lovallo	Created/Initiated - 2/29/2024
Susan Lovallo	Approved - 2/29/2024
Matthew Jones	Approved - 2/29/2024
Wayne Clark	Approved - 3/7/2024
Tracee Cody	Final Approval - 3/8/2024

CITY OF PORT ORANGE

THE REC RENTAL APPLICATION

Address: The REC, 4655 City Center Circle, Port Orange, FL 32129 Phone 386-506-5933

Please submit 50% OF TOTAL BILL for reservation deposit upon application. Accepted forms of payment include cash, credit card, or business check (No personal checks)

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individual only)

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____

Day-of Point of Contact: _____ Phone: _____

Company/Organization

Company/Organization: Port Orange South Daytona Chamber Email: bheegan@pschamber.com

Address: 5343 N. Clyde Morris Blvd City: Port Orange State: FL Zip Code: 32128

Company/Organization Website: www.ps.chamber.com

Day-of Point of Contact Name and Title: Barbara Ann Heegan, CEO

Day-of Point of Contact Phone: 386 347-4382

Tax Exempt: (NO) YES (If yes, please attach the Florida Exemption Certificate to this Application)

SECTION 2: EVENT INFORMATION

Date of Event: 5/16/24 Type of Event/Name of Event: Job Fair

Time of Rental (Including set-up and clean-up): 3pm to 8pm Estimated Attendance: 200 ppl

The total number of rental hours shall include the time necessary for all set-up and clean-up and cannot be outside of The REC operating hours

Please place a check mark next to the facility/facilities you will be using at The REC

Miller's Screen Court 1	Vintage Paper Co. Court 2 & Court 3	Life Real Estate Esports Lounge	Multi-Purpose Classroom
Teen Lounge		AdventHealth Activity Room	Other List:_____

SECTION 3: EVENT DETAILS

Please circle YES or NO to the following questions and provide additional information, if applicable. Some of the following activities may require a permit, fee and/or additional documentation.

Is this a Private Event?	YES	NO	
Is there Food and Drinks involved?	YES	NO	If so, who is catering?
Will you need audiovisual equipment?	YES	NO	Speakers, Projectors, and TVs are available depending on room being rented.
Will Alcohol be served?	YES	NO	If yes, (Separate alcohol application must be completed 60 days prior to event)
Will admission (donations, solicitation, etc.) be offered for the event?	YES	NO	If so, donation sources:
Are there any outside companies coming in?	YES	NO	If so, who and what service? Local Bus. Vendors

SECTION 4: ASSUMPTION OF RISK, WAIVER OF LIABILITY, HOLD HARMLESS, AND INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

Additionally, the novel coronavirus ("COVID-19") is an extremely contagious virus that has caused a pandemic and presents a very serious risk that you must consider before executing this Assumption of Risk, Waiver of Liability and Hold Harmless Agreement. COVID-19 is believed to be spread predominately from person-to-person contact. Sanitation measures taken by the City of Port Orange do not guarantee in any way that the virus is not present. There may be other participants, City employees or volunteers that have contracted the COVID-19 virus. Exposure to the COVID-19 virus may result in personal injury, illness, permanent disability, and death. You may become infected with the COVID-19 virus and return to the household and infect other household members with the COVID-19 virus.

By signing this Agreement, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection participation in this program. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless City of Port Orange, its employees, agents, volunteers and representatives, of and from all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating there to. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of City of Port Orange, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Port Orange rental or program. I also understand by not signing this release, I will not be able to rent a facility or participate in a program.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to Indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

At the discretion of City officials, the licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of $1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall Indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

Licensee Signature: _____ **Print Name:** Barbara Hoey **Date:** 2/24/22

SECTION 5: RULES AND REGULATIONS

Applications, Deposits, Cancellations, Refunds, and Payments.

1. Applications must be received at least 30 days prior to the event for public events or 7 days prior to the event for private events. Applications for use of the upstairs multi-purpose classroom may be accepted 3 days prior to the event based on availability.
2. A reservation deposit of 50% of total bill is due when the application is submitted and will be credited to the rental invoice.
3. All cancellations must be received in writing.
4. To receive a full refund of any payment remitted to the City of Port Orange, including the deposit, written notifications must be received within 30 days of rental.
5. Cancellations up until the business day preceding the rental will be eligible of all moneys paid excluding the 50% of total bill reservation deposit. Should the event be rescheduled, the rental deposit can be transferred before the use of rental time.
6. Day-of cancellation made for any reason will be charged for any and all rental time used.
7. Tournaments are not eligible for partial refunds due to reduced hours.
8. 100% of fees must be paid 14 days prior to the rental date.

Licensee Initials: BAH

The REC Rules and Regulations

1. The REC is a non-smoking/vaping and tobacco free facility. Smoking is permitted in designated outside locations only.
2. Any damage to the REC facility or City-owned equipment occurring as a result of the rental shall be the responsibility of the lessee.
3. Lessees are responsible for the clean-up of the rented space following their event and may be charged for excessive clean-up incurred by the Parks and Recreation Department once the lessee has vacated the premises. The facility must be left in its original condition at the conclusion of the rental. All trash must be deposited in the dumpster outside the building.
4. Lessee agrees to remove from the inside and outside of The REC any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
5. Permanent attachment of props or decorations by using screws, nails etc. is prohibited inside or outside the facility.
6. Glitter, confetti, or any other similar item may not be used anywhere inside or outside of the facility.
7. Fog machines and bubbles are not permitted inside the facility.
8. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.
9. The lessee agrees that the facility will be clean and vacated by the time indicated on rental application.
10. No loud or amplified noise before 7a.m. or after 9p.m.
11. The lessee agrees that he/she has received and reviewed a copy of the The REC Event Rentals Rules, Regulations, Policy & Procedures.

Licensee Initials: BAH

Alcohol Rules and Regulations

Per City Ordinance, any event at which alcoholic beverages are to be served must submit an application to the Parks and Recreation Department Director or the Director's Designee at least 60 days prior to the event.

To serve alcohol at a private event, not open to the public, complete the alcoholic permit application for private social events. Staff will confirm to the renter in writing once the application has been either approved or denied. To serve alcohol at a public social event, further application documentation is required per state statute and City ordinance.

Please refer to the alcohol permit application for public social events.

Licensee Initials: BAH

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals set forth by the City of Port Orange.

Licensee Signature: [signature] **Print Name:** Bade [signature] **Date:** 2-24-23

SECTION 6: LICENSEE ACKNOWLEDGEMENT

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: [signature] **Date:** 2-24-24

This Event/Program will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

CITY OF PORT ORANGE

1395 Dunlawton Ave, Port Orange, FL 32129

Special Event

Renter: Barbara Heegan
POSD Chamber
Event: Job Fair Meeting
Rental Date: 5/16/2024
Phone: 386-347-4382
Date: 2/26/2024

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: The REC						
Court 2 & 3	2pm-8pm	6	Hours	$ 100.00	$ 600.00	$32.50

Total Fees	$ 600.00
Total Tax	$ 32.50
Invoice Total	$ 632.50
Fee Waiver %	0%
BALANCE DUE	$ 632.50

In order to be exempt from tax please include your Tax Exempt form with payment

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (F12) Approval of Community Development Fee Modifications

DEPARTMENT: Community Development

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: A: Move to approve Resolution No. 24-03 - Building Permit Fees. B: Move to approve Resolution No. 24-05 - Development Application Fees.

SUMMARY: As part of a series of workshops on fees in Spring 2023, the City Council directed staff to proceed with the steps necessary to update the City Building Permit Fees based on the Building Permit Fee Study prepared by Raftelis Financial Consultants, Inc. (Raftelis). The Raftelis study served as the data and analysis to implement changes to the building permit fees for individual commercial and residential Electric, Gas, Mechanical, and Plumbing Permits, and when a property owner or contractor uses a private provider to complete plan review, building inspections, or both for a building permit.

In addition to the changes recommended by the Raftelis study, staff has proposed additional changes to be more in line with the amount of time spent by staff to complete the review of a Building Permit or Development Application (site plan, rezoning, subdivisions, etc.). Building Permit and Development Application fees are set amounts designed to cover the expenses of reviewing proposed plans or documents, undertaking inspections, and other related costs.

City staff met with and discussed the proposed fee modifications with the Volusia Building Industry Association (VBIA), Volusia County Association of Responsible Development (VCARD), and the Port Orange/South Daytona Chamber of Commerce.

The following summarizes the proposed Building Permit and Development Application fee updates. The Building Permit fees were last updated in 2013, and Development Fees were last updated in 2007.

- The recommended change to calculating the fee for individual commercial and residential Electric, Gas, Mechanical, and Plumbing Permits. Exhibit A shows that the current cost for these permits is calculated by requiring an applicant to provide several variables related to the work. The proposed fee calculation for these permits is based on the documented valuation of the work to be completed. The proposed changes simplify and condense the information the applicant must provide and are generally revenue-neutral for customers.

- As required by Florida Statutes, Chapter 553, a local government must allow an applicant applying for a building permit to use a private provider to complete the plan review and/or building code inspection services instead of the city. If an applicant uses a private provider for a city-issued building permit, the city is required to credit the cost of the permit completed by a private provider. State law only allows the city to collect a fee for the portion of the building permit completed by the city. A building permit consists of three tasks: administration/processing, plan review, and inspections.
- Simplify and condense the calculation for a resubmittal fee for a Building Permit. A resubmittal to a building permit occurs when an applicant must revise their plans or permit to address staff's comments for compliance with the Florida Building Code and the City's Land Development Code after the staff's initial review.
- Simplify and condense the calculation of a revision fee for a building permit. A revision to a building permit occurs when the applicant adds, or changes information to the approved plans or permit after the permit has been issued.
- Revised the percentage and the minimum amount of the State of Florida Building Surcharge Fee that the city must collect on all building permits to comply with Florida Statutes 553 and Florida Statutes 468.
- Simplify and condense the fee calculation for renewing an expired building permit.
- Modify the fee calculation for a rezoning, restatement of a Master Development Agreement, Subdivision Exemption, and Minor Engineering Permit to cover the expenses of reviewing plans or documents associated with these applications, completing inspections, and other related items associated with these types of permits to ensure compliance with the Land Development Code.
- Remove the Dog Dining Permit Fee. The Dog Dining Permit will now be approved and issued as part of issuing a new or renewal of a Business Tax.

The attached resolutions incorporate the updated fees and recommended changes in the Raftelis study, update out-of-date or inconsistent fees, organize based on permit type or development type, and consolidate all Community Development Fees into two resolutions, one for building fees and one for development application fees to allow fees to be reviewed yearly and updated as needed. If approved, the updated Community Development Fee schedules will be effective April 1, 2024.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Res. 20-14 - Building Work without Permit Fee	Res. 20-14.pdf
2.	Res. 13-30 - Building Permit Fees	Res. 13-30.pdf
3.	Resolution 11-19 - Fire Review Fees	Resolution 11-19 - Date Adopted 4-19-2011 - Actiion Code .pdf
4.	Reso 07-61_App Dev Fees 1	Reso 07-61_App Dev Fees 1.pdf
5.	Port Orange Building Fees Final	Port Orange Building Fees Final Rpt.pdf

	Rpt	
6.	Building Fee Memo 1.25.24	Building Fee Memo 1.25.24.docx

Tim Burman	Created/Initiated - 1/30/2024
Tim Burman	Approved - 1/31/2024
John McKinney	Approved - 2/8/2024
Matthew Jones	Approved - 3/14/2024
Wayne Clark	Approved - 3/14/2024
Tracee Cody	Final Approval - 3/14/2024

RESOLUTION NO. 20-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 10 OF RESOLUTION NO. 13-30 IN ITS ENTIRETY BY MODIFYING THE FEE FOR COMMENCMENT OF WORK WITHOUT A BUILDING PERMIT; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has adopted fees for building and related permit fees by Resolution 13-30; and

WHEREAS, City Council has previously determined that the fees established in Resolution No. 13-30 are necessary to defray the costs of inspections and enforcement of the City's building code; and

WHEREAS, City Council directed staff to evaluate the current fees established for commencement of work without a permit in an effort to align said fees with surrounding municipalities; and

WHEREAS, the fee established herein for commencement of work without a permit is intended to be based on the permit costs for the work commenced prior to the issuance of a building permit and is consistent with surrounding municipalities; and

WHEREAS, the City Council desires to amend the fee established in Section 10 of Resolution No. 13-30 in effort to continue enforcement of the building code with a more balanced application of the fee for commencement of work without a permit; and

WHEREAS, for purposes of this resolution words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby amends Section 10 of Resolution No. 13-30, to read as follows:

Section 10: Pursuant to Section 14-48 of the Code of Ordinances, City of Port Orange, Florida, the following penalty ~~fees are established *in addition to the applicable permit fee,* for any work commenced prior to issuance of a permit.~~ **~~(These fees shall be paid at the time of application submittal.)~~**

~~**Commencement Period**~~	~~**Fee**~~
~~Before submittal of permit application.~~	~~$500.00 or double the applicable Permit fee whichever is greater.~~
~~After submittal of permit application but before permit is issued.~~	~~$300.00 or the applicable permit fee whichever is greater.~~

fee is established in addition to the applicable permit, for any work commenced prior to issuance of a building permit. The penalty fee is 100 percent of the applicable permit fee in addition to the required permit fees for any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permit.

Section 2. Portions of Resolution No. 13-30 and all Resolutions or portions of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. The fees established in this resolution shall become effective immediately upon execution.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the 21 day of April, 2020

Reviewed and approved:

Shannon K. Balmer, Assistant City Attorney

Exhibit A

Permit Type	Typical Building Permit Fee	Current Commencement of work without a permit	Proposed Commencement of work without a permit	Penelty Fee Difference
Fence	$39.00	$539.00	$78.00	$461.00
Garage Door/Shed	$59.00	$559.00	$118.00	$441.00
Interior Commercial Tenant Buildout	$2,584.00	$7,752.00	$5,168.00	$2,584.00

RESOLUTION NO. 13-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED BUILDING PERMIT AND BUILDING PERMIT RELATED FEES; ESTABLISHING MINIMUM AND MAXIMUM FEES; ESTABLISHING PERMIT FEES FOR NEW BUILDINGS AND ADDITIONS; ESTABLISHING FEES FOR ELECTRICAL WORK; ESTABLISHING FEES FOR GAS WORK; ESTABLISHING FEES FOR MECHANICAL WORK; ESTABLISHING FEES FOR PLUMBING WORK; MISCELLANEOUS PERMITS AND SERVICES; ESTABLISHING FEES FOR UNSPECIFIED WORK; ESTABLISHING EARLY START FEES FOR WORK UNDERTAKEN PRIOR TO ISSUANCE OF A BUILDING PERMIT; ESTABLISHING APPLICATION FEES; ESTABLISHING TEMPORARY USE PERMIT FEES; ESTABLISHING PLAN RESUBMITTAL REVIEW FEES; ESTABLISHING PLAN REVIEW FEES; ESTABLISHING PLAN MODIFICATION FEES; ESTABLISHING MASTER FILE-RELATED FEES; ESTABLISHING FEES FOR NON-ROUTINE INSPECTIONS; ESTABLISHING FEES FOR CLOSEOUT OF EXPIRED PERMITS; ESTABLISHING PERMIT RENEWAL FEES; ESTABLISHING PERMIT REPLACEMENT FEES; ESTABLISHING PERMIT FEE REFUND SCHEDULE; ESTABLISHING FEES FOR FIRE DEPARTMENT; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.222, Florida Statutes (2010), authorizes the governing body of a municipality to provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of the municipal building code; and

WHEREAS, Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida, provides for the establishment of building and related permit fees by resolution of the City Council; and

WHEREAS, the City of Port Orange Building Official has reviewed and recommended approval of the fees proposed in this resolution; and

WHEREAS, the City Council has determined that the fees established in this resolution are necessary to defray the costs of inspections and enforcement of the City's building code, and are adequate in allocating the costs of processing applications, reviewing plans, and providing inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1: Pursuant to Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida (hereinafter the "Code of Ordinances"), the following fees are established as minimum and maximum amounts for any building or building related permit or service:

Minimum fee	$ 50.00 unless otherwise specified in this resolution
Maximum fee	No limit unless otherwise specified in this resolution

Section 2: Pursuant to Section 14-47 of the Code of Ordinances, building permit fees shall be as noted herein unless specifically provided for otherwise by Resolution.

(a) Fees for new construction or additions shall be based on an estimated value of construction using the most current edition of Building Valuation Data published by International Code Council, Inc. or as otherwise specifically provided by this Resolution. (Applicable copy of *Building Valuation Data* shall be available for inspection and review at all times in the building department or it can be viewed online at http://www.iccsafe.org/cs/Pages/BVD.aspx.) Fees for work not specifically covered by this Resolution shall be based on a reasonable cost estimate for work that includes labor and material. In those instances in which the

Building Valuation Data for any individual commercial structure or the total value of all structures in a unified project exceeds three million dollars ($3,000,000.00), the Building Official may consider a verified construction contract, when calculating the value of construction. The contractor shall provide such verification as the Building Official may require, including the written contract between the contractor and owner, construction loan documents, reasonable cost estimate for the work prepared and signed by another qualified contractor and affidavits of the contract parties. The Building Official shall be authorized to determine the valuation based on the above referenced data, which shall be maintained as justification for the decision. The Building Official's written determination of the valuation shall be reviewed and signed by the Administrative Official.

Building permit fees shall be calculated as follows:

0.20% of the estimated value of construction shall be charged for plan review.

0.35% of the estimated value of construction shall be charged for permit processing and administration.

0.40% of the estimated value of construction shall be charged for Inspections.

(b) All areas under roof according to type of construction and occupancy classification shall be used to estimate a value of construction when such value is based on the Building Valuation Data published by International Code Council, Inc.

(c) All accessory structures shall fall under the Utility Occupancy listing in Building Valuation Data for purposes of estimating a value of construction. Fees for tenant build-outs in shell buildings shall be calculated at the greater of an estimated value of construction using 20% of the listing in Building Valuation Data that is relevant to occupancy and type of construction or the percentage of the applicant's estimated cost as set forth in Section 2(a) of this Resolution, whichever is greater, unless noted otherwise in this Resolution or determined otherwise by the Building Official.

The applicant may provide contract documents showing the actual value of construction. Building Official shall at his/her sole discretion consider the applicant's documents for determining value of proposed construction.

(d) For those types of structures which are not covered by the Building Valuation Data published by the International Code Council, Inc., valuations shall be based on either the average cost per square foot as listed below, or, if not listed, shall be based on the contractor's cost estimate subject to subsection (e).

Type of Structure	**Average Cost per Square Foot**
Aluminum Carport	$10.00
Aluminum Screen Room/Porch	$15.00
Aluminum Pool Enclosure	$8.00
Aluminum Vinyl Room	$18.00
Concrete Slab (Driveway, Sidewalk,	**$6.50**

Patio) or Uncovered Wood Deck	
Roof (Shingle or Shakes)	$200.00 per Square (100 Sq. Ft.)
Roof (Metal)	$300.00 per Square (100 Sq. Ft.)
Roof (Tile)	$400.00 per Square (100 Sq. Ft.)
Roof (Built-up or Other Types Not Noted Herein)	$350.00 per Square (100 Sq. Ft.)
Swimming Pool (Above Ground)	$10.00 per Square Foot of Water Surface Area
Swimming Pool (In Ground)	$35.00 per Square Foot of Water Surface Area
Utility Shed	$5.00

(e) In those instances in which valuation is based on the contractor's estimate, the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the valuation based on value of construction of the proposed work.

Section 3: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for electrical work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following schedule to the extent listed.

Type of Work	**Fee**
Mobile Home or Recreational Vehicle	$50.00 per Unit
New Service	
Single Phase	$0.75 per Ampere
3-Phase (240 Volts or Less)	$1.00 per Ampere
3-Phase (Greater than 240 Volts)	$1.50 per Ampere
Swimming Pool (Residential)	$75.00
Swimming Pool (Commercial)	$200.00
Temporary Power Poles	
First Pole	Included with building permit for new building and/or structure.
Additional Poles	
Residential	$60.00
Commercial	$100.00
Upgrade of Service	Same fee schedule as new service, but only the increased amperage from the original service is to be included.

(b) Low-voltage wiring and other kinds of electrical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of construction of the proposed work.

(c) For pre-power inspections the following fees shall be added to the electrical permit fee.

- **Mandatory Pre-Power** (Power prior to the final) All New Residential structures, New Commercial structures, Commercial Addition/Alterations, Residential Addition/Alterations, and/or any project requiring a change of service, new service, or upgrade of existing service. (For the pre-power inspection the electrical system shall be completed with all devices installed or safely terminated and blanked off) *Pre-power will require a pre-power agreement signed by the Contractor, Electrical Sub-contractor, and the Owner.*

Pre-power fees:

Type of Structure	**Fee**
Single-Family or Two-Family Dwelling	$50.00
Commercial (or residential buildings other than single family or 2-family dwellings.)	$125.00

Section 4: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for the installation of fuel gas piping systems and utilization equipment.

Minimum Permit Fee:	Residential	$ 50.00
	Commercial	$ 90.00

(a) Fees shall be based on the following to the extent listed.

Type of Work	**Fee**
Installation of Appliance or Outlet	$6.00 per Appliance or Outlet
Installation of Gas Tank	$50.00 per Tank

(b) Other kinds of gas work not listed above shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of construction of the proposed work.

Section 5: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for mechanical work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following where applicable:

Type of Work	**Fee**
Installation of New Systems (Includes ducts and ancillary components or equipment.)	
0 to 3 tons	$75.00
Above 3 tons to 10 tons	$75.00 plus $12.00 per ton above 3 tons.
Above 10 tons to 25 tons	$159.00 plus $10.00 per ton above 10 tons.
Above 25 tons to 50 tons	$309.00 plus $6.50 per ton above 25 tons.
Above 50 tons	$471.50 plus $5.50 per ton above 50 tons.
Replacement of equipment (No change to duct system.)	$5.00 per ton.

(b) Other kinds of mechanical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 6: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for plumbing work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following to the extent listed.

Type of Work	**Fee**
Individual fixture or appliance connection to water or sewer system.	$6.00 per fixture or appliance
Mobile Home, RV, or Modular Building	
First sewer lateral	$12.00
Additional sewer laterals	$8.00 per lateral

(b) Other kinds of plumbing work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the

contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 7: Pursuant to Section 14-47 of the Code of Ordinances, the following fees are established for miscellaneous permits and services not otherwise covered in this resolution.

(a) Fees shall be based on the following to the extent listed.

Type of Permit or Service	**Fee**
Archive Fee (defray cost of record retention)	$5.00 per permit
*Application Fee – Residential (new or addition)	$100.00
**Application Fee – Commercial (new or addition)	$200.00
Demolition (or partial removal of building or structure)	$0.15 per square foot of structure footprint under roof.
Duplicate Placard	$10.00 per placard
Inspections of existing buildings. (Residential or commercial.)	$45.00 (for each type of inspection)
Fence Permits (Residential)	$30.00 plus $0.10 per lineal foot over 100 feet
Fuel Tanks or Pumps	$50.00 per tank or pump
Mobile/Manufactured Home or Modular Building Set-up	$350.00 per unit
Moving (House)	$300.00 per house
Moving (Other Structure)	$465.00 per structure
Roof/Re-Roof Permit	$125.00 or $ 4.00 per square, whichever is greater
Temporary tents	$65.00

*Residential application fee shall be applied to new homes or additions.

The application fee is non-refundable and is due at time of application submittal.

**Commercial application fees shall be applied to new commercial buildings, additions and tenant build-outs. The application fee is non-refundable and is due at time of application submittal.

(b) Other kinds of miscellaneous permits and services, which by ordinance may be the subject of a separate fee and not listed above, shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 8: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for early start permits prior to issuance of a building permit. **(These fees shall be paid at the time of application submittal.)**

Type of Structure	**Fee**
Single-Family or Two-Family Dwelling	$100.00
Commercial (or residential buildings other than single-family or 2-family dwellings.)	$200.00

Section 9: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for temporary use permits for commercial buildings.

Time Period	**Fee**
First 30 days	$200.00
Each additional day beyond 30	$50.00 per day

Section 10: Pursuant to Section 14-48 of the Code of Ordinances, City of Port Orange, Florida, the following penalty fees are established *in addition to the applicable permit fee*, for any work commenced prior to issuance of a permit. **(These fees shall be paid at the time of application submittal.)**

Commencement Period	**Fee**
Before submittal of permit application.	$500.00 or double the applicable permit fee whichever is greater.
After submittal of permit application but before permit is issued.	$300.00 or the applicable permit fee whichever is greater.

Section 11: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for plan resubmittal: 0.01% of the value of construction, or $50.00 minimum, whichever is greater, for each re-submittal. **(This fee shall be paid at the time of resubmittal)**

Section 12: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, fee for review of plan modifications that require more than one-half hour processing time, shall be the greater of: $50.00 for one & two family dwelling, $100.00 for multi-family and commercial; or, 10% of original plan review fee. A fee of

$25.00 shall be charged for plan modifications that require one-half hour or less processing time. **(Plan modication fee shall be paid prior to plan modifications being returned to applicant.)**

Section 13: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following plan submittal/review fees are established for the review and establishment of master files. **(These fees shall be paid at the time of application.)**

Type of Structure or Component	**Fee**
Single-Family or Two-Family Dwelling	$100.00 per model
Accessory Structures and/or Building Components (Includes among others, garages, sheds, swimming pools, doors, and shutters.)	$50.00 per structure or component.

Section 14: Pursuant to Section 14-50 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for non-routine inspections.

(a) For after-hours inspections:

Time of Inspection	**Fee**
Before 7:00 a.m. or after 3:30 p.m. on weekday, Saturday, Sunday or Holiday	$80.00 per hour, with a minimum of 2 hours.
Saturday, Sunday or Holiday	$80.00 per hour, with a minimum of 4 hours.

(These fees shall be paid at the time of scheduling the after-hours inspections.)

(b) For reinspections:

Reinspection Sequence	**Fee**
First Reinspection	$50.00
Second Reinspection	$100.00
Third or Subsequent Reinspection	$200.00 (Third or subsequent inspection for same code violation or noncompliance shall be charged a penalty fee equal to 4 times the applicable inspection fee in accordance to Section 553.80 of the Florida Statutes).

Section 15: Pursuant to Section 14-51 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for closeout of expired permits.

Type of Building or Structure	**Fee**
Building or Addition	$250.00
Pool (In-Ground)	$120.00
Other Work or Improvement	$50.00

Section 16. Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fee is established for permit renewals.

Permit Renewal (90 day extension prior to expiration).	$50.00

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Section 17: Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, fees are established for reissuing of permits expired less than 180 days. The permit replacement fee shall be based on a percentage of the original permit fee as determined herein. Permits which have expired more than 180 days shall be required to be reissued with a new application and will be subject to all current codes and fees with no credit being given for permit fees paid reviously.

Stage of Construction	**Fee**
No inspections or only first inspection made and approved.	100% of permit fees in effect at time of replacement with no credit for previously paid fees.
Plumbing and foundation inspections completed and approved, concrete slab poured. (Mobile home setup)	60% of the permit fees previously paid.
Lintel inspection (if masonry construction) completed and approved. (Pool deck, Dry-in Flashing inspection, MH setup W/trades	50% of the permit fees previously paid.
Framing inspection completed and approved.	40% of the permit fees previously paid.
All inspections except final completed and approved.	20% of the permit fees previously paid.

Permit replacement fees for work not specifically covered by the schedule above shall be determined by the Building Offiicial.

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Section 18: Pursuant to Section 14-53 of the Code of Ordinances, City of Port Orange, Florida, when the permit holder withdraws the application, fees paid for building permits shall be refunded as follows.

Time of Request for Refund	**Refund (No refund shall be given for the fees noted below unless permit was issued in error by the building department.)** • **Fees associated with plan review.** • **Fees associated with processing and administration.** • **Application fees.**
After issuance of permit and before commencement of work.	80% (Provided permit was issued within the 6 months immediately preceding request.)
After commencement of work and before 1st inspection.	75% (Provided permit was issued within the 6 months immediately preceding request and all work included in scope of work and already performed on site is removed.)
Permit issued for 181 days or longer, regardless of stage of construction.	No refund.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Section 19. Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for Fire Department.

Plan review for new buildings (or structures) and tenant build-outs.

Area (Square Feet)	Fee
Less than 20,000.	$60.00
20,001 - 30,000.	$90.00
30,001 - 40,000	$120.00
40,001 - 50,000	$150.00
50,001 - 60,000	$180.00
60,001 - 70,000	$210.00
70,001 - 80,000	$240.00
80,001 - 90,000	$270,000
90,001 – 100,000	$300.00
Greater than 100,000	$300.00 plus $60.00 per additional 10,000 square feet (or portion thereof) above 100,000 square feet

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Annual or Special Permits

Type of Permit	Fee
Explosives, blasting agents, ammunition, and temporary consumer sparkler sales that are approved by the State Fire Marshal.	$100.00
Storage or use of flammable or combustible liquids within the scope of NFPA 30, NFPA 30A and/or NFPA 30B.	$25.00
Storage or use of LPG within the scope of NFPA 58	$25.00
Storage or use of flammable or combustible finishes.	$25.00
Hazardous uses not specified by this schedule.	$25.00
Tire rebuilding plant.	$25.00
Wrecking or junk yard.	$25.00
Compressed gases.	$25.00
Open Commercial Burning.	$60.00 per day.

Fire Hydrant Flow Tests.

Avalilable fire flow: $60.00 plus $15.00 per hydrant.

Final approval of subdivision or site: $60.00 plus $15.00 per hydrant.

Special Plan Review, Inspections, and Testing

Fire suppression or fire sprinkler systems.

Less than 100 heads: $135.00

100 or more heads:	$135.00 plus $0.20 per head over 100.
Standpipe Systems.	$150.00 per system plus $3.00 per outlet.
Hood Extinguishing Systems or Paint Booths.	$75.00 per system.
Reinspections.	$25.00 per inspection.
Fuel Tank.	$90.00 for 1st tank plus $50.00 per additional tank.
Fire Alarm Systems.	
10,000 square feet or less:	$75.00
More than 10,000 square feet:	$75.00 plus $10.00 per 1000 sq. ft. (or portion thereof).

Section 20: The fees established herein shall become effective immediately upon adoption of this resolution.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted this 23 day of July 2013.

Reviewed and Approved:

City Attorney

RESOLUTION NO. 11-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED BUILDING PERMIT AND BUILDING PERMIT RELATED FEES; ESTABLISHING MINIMUM AND MAXIMUM FEES; ESTABLISHING PERMIT FEES FOR NEW BUILDINGS AND ADDITIONS; ESTABLISHING FEES FOR ELECTRICAL WORK; ESTABLISHING FEES FOR GAS WORK; ESTABLISHING FEES FOR MECHANICAL WORK; ESTABLISHING FEES FOR PLUMBING WORK; MISCELLANEOUS PERMITS AND SERVICES; ESTABLISHING FEES FOR UNSPECIFIED WORK; ESTABLISHING EARLY START FEES FOR WORK UNDERTAKEN PRIOR TO ISSUANCE OF A BUILDING PERMIT; ESTABLISHING APPLICATION FEES; ESTABLISHING TEMPORARY USE PERMIT FEES; ESTABLISHING PLAN RESUBMITTAL REVIEW FEES; ESTABLISHING PLAN REVIEW FEES; ESTABLISHING PLAN MODIFICATION FEES; ESTABLISHING MASTER FILE-RELATED FEES; ESTABLISHING FEES FOR NON-ROUTINE INSPECTIONS; ESTABLISHING FEES FOR CLOSEOUT OF EXPIRED PERMITS; ESTABLISHING PERMIT RENEWAL FEES; ESTABLISHING PERMIT REPLACEMENT FEES; ESTABLISHING PERMIT FEE REFUND SCHEDULE; ESTABLISHING FEES FOR FIRE DEPARTMENT; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.222, Florida Statutes (2010), authorizes the governing body of a municipality to provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of the municipal building code; and

WHEREAS, Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida, provides for the establishment of building and related permit fees by resolution of the City Council; and

WHEREAS, the City of Port Orange Building Official has reviewed and recommended approval of the fees proposed in this resolution; and

WHEREAS, the City Council has determined that the fees established in this resolution are necessary to defray the costs of inspections and enforcement of the City's building code, and are adequate in allocating the costs of processing applications, reviewing plans, and providing inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1: Pursuant to Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida (hereinafter the "Code of Ordinances"), the following fees are established as minimum and maximum amounts for any building or building related permit or service:

Minimum fee	$ 50.00 unless otherwise specified in this resolution
Maximum fee	No limit unless otherwise specified in this resolution

Section 2: Pursuant to Section 14-47 of the Code of Ordinances, building permit fees shall be as noted herein unless specifically provided for otherwise by Resolution.

(a) Fees for new construction or additions shall be based on an estimated value of construction using the most current edition of Building Valuation Data published by International Code Council, Inc. or as otherwise specifically provided by this Resolution. (Applicable copy of *Building Valuation Data* shall be available for inspection and review at all times in the building department or it can be viewed online at http://www.iccsafe.org/cs/Pages/BVD.aspx.) Fees for work not specifically covered by this Resolution shall be based on a reasonable cost estimate for work that includes labor and material.

Building permit fees shall be calculated as follows:

0.20% of the estimated value of construction shall be charged for plan review.

0.35% of the estimated value of construction shall be charged for permit processing and administration.

0.40% of the estimated value of construction shall be charged for Inspections.

(b) All areas under roof according to type of construction and occupancy classification shall be used to estimate a value of construction when such value is based on the Building Valuation Data published by International Code Council, Inc..

(c) All accessory structures shall fall under the Utility Occupancy listing in Building Valuation Data for purposes of estimating a value of construction. Fees for tenant build-outs in shell buildings shall be calculated at the greater of an estimated value of construction using 20% of the listing in Building Valuation Data that is relevant to occupancy and type of construction or the percentage of the applicant's estimated cost as set forth in Section 2(a) of this Resolution, whichever is greater, unless noted otherwise in this Resolution or determined otherwise by the Building Official.

The applicant may provide contract documents showing the actual value of construction. Building Official shall at his/her sole discretion consider the applicant's documents for determining value of proposed construction.

(d) For those types of structures which are not covered by the Building Valuation Data published by the International Code Council, Inc., valuations shall be based on either the average cost per square foot as listed below, or, if not listed, shall be based on the contractor's cost estimate subject to subsection (e).

Type of Structure	**Average Cost per Square Foot**
Aluminum Carport	$10.00
Aluminum Screen Room/Porch	$15.00
Aluminum Pool Enclosure	$8.00
Aluminum Vinyl Room	$18.00
Concrete Slab (Driveway, Sidewalk, Patio) or Uncovered Wood Deck	$6.50
Roof (Shingle or Shakes)	$200.00 per Square (100 Sq. Ft.)
Roof (Metal)	$300.00 per Square (100 Sq. Ft.)
Roof (Tile)	$400.00 per Square (100 Sq. Ft.)
Roof (Built-up or Other Types Not Noted Herein)	$350.00 per Square (100 Sq. Ft.)
Swimming Pool (Above Ground)	$10.00 per Square Foot of Water Surface Area
Swimming Pool (In Ground)	$35.00 per Square Foot of Water Surface Area
Utility Shed	$5.00

(e) In those instances in which valuation is based on the contractor's estimate, the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the valuation based on value of construction of the proposed work.

Section 3: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for electrical work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following schedule to the extent listed.

Type of Work	**Fee**
Mobile Home or Recreational Vehicle	$50.00 per Unit
New Service Single Phase 3-Phase (240 Volts or Less) 3-Phase (Greater than 240 Volts)	 $0.75 per Ampere $1.00 per Ampere $1.50 per Ampere
Swimming Pool (Residential)	$75.00
Swimming Pool (Commercial)	$200.00
Temporary Power Poles First Pole Additional Poles Residential Commercial	 Included with building permit for new building and/or structure. $60.00 $100.00
Upgrade of Service	Same fee schedule as new service, but only the increased amperage from the original service is to be included.

(b) Low-voltage wiring and other kinds of electrical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of

construction of the proposed work.

(c) For pre-power inspections the following fees shall be added to the electrical permit fee.

- **Mandatory Pre-Power** (Power prior to the final) All New Residential structures, New Commercial structures, Commercial Addition/Alterations, Residential Addition/Alterations, and/or any project requiring a change of service, new service, or upgrade of existing service. (For the pre-power inspection the electrical system shall be completed with all devices installed or safely terminated and blanked off) *Pre-power will require a pre-power agreement signed by the Contractor, Electrical Sub-contractor, and the Owner.*

Pre-power fees:

Type of Structure	**Fee**
Single-Family or Two-Family Dwelling	$50.00
Commercial (or residential buildings other than single family or 2-family dwellings.)	$125.00

Section 4: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for the installation of fuel gas piping systems and utilization equipment.

Minimum Permit Fee:	Residential	$ 50.00
	Commercial	$ 90.00

(a) Fees shall be based on the following to the extent listed.

Type of Work	**Fee**
Installation of Appliance or Outlet	$6.00 per Appliance or Outlet
Installation of Gas Tank	$ 50.00 per Tank

(b) Other kinds of gas work not listed above shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of construction of the proposed work.

Section 5: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for mechanical work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following where applicable:

Type of Work	**Fee**
Installation of New Systems (Includes ducts and ancillary components or equipment.)	
0 to 3 tons	$75.00
Above 3 tons to 10 tons	$75.00 plus $12.00 per ton above 3 tons.
Above 10 tons to 25 tons	$159.00 plus $10.00 per ton above 10 tons.
Above 25 tons to 50 tons	$309.00 plus $6.50 per ton above 25 tons.
Above 50 tons	$471.50 plus $5.50 per ton above 50 tons.
Replacement of equipment (No change to duct system.)	$5.00 per ton.

(b) Other kinds of mechanical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 6: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for plumbing work.

Minimum Permit Fee:	Residential	$50.00
	Commercial	$90.00

(a) Fees shall be based on the following to the extent listed.

Type of Work	**Fee**
Individual fixture or appliance connection to water or sewer system.	$6.00 per fixture or appliance
Mobile Home, RV, or Modular Building First sewer lateral Additional sewer laterals	 $12.00 $8.00 per lateral

(b) Other kinds of plumbing work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 7: Pursuant to Section 14-47 of the Code of Ordinances, the following fees are established for miscellaneous permits and services not otherwise covered in this resolution.

(a) Fees shall be based on the following to the extent listed.

Type of Permit or Service	**Fee**
Archive Fee (defray cost of record retention)	$5.00 per permit
*Application Fee – Residential (new or addition)	$100.00
**Application Fee – Commercial (new or addition)	$200.00
Demolition (or partial removal of building or structure)	$0.15 per square foot of structure footprint under roof.
Duplicate Placard	$10.00 per placard
Inspections of existing buildings. (Residential or commercial.)	$45.00 (for each type of inspection)
Fence Permits (Residential)	$30.00 plus $0.10 per lineal foot over 100 feet
Fuel Tanks or Pumps	$50.00 per tank or pump
Mobile/Manufactured Home or Modular Building Set-up	$350.00 per unit

Moving (House)	$300.00 per house
Moving (Other Structure)	$465.00 per structure
Roof/Re-Roof Permit	$125.00 or $ 4.00 per square, whichever is greater
Temporary tents	$65.00

*Residential application fee shall be applied to new homes or additions. The application fee is non-refundable and is due at time of application submittal.

**Commercial application fees shall be applied to new commercial buildings, additions and tenant build-outs. The application fee is non-refundable and is due at time of application submittal.

(b) Other kinds of miscellaneous permits and services, which by ordinance may be the subject of a separate fee and not listed above, shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 8: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for early start permits prior to issuance of a building permit. **(These fees shall be paid at the time of application submittal.)**

Type of Structure	**Fee**
Single-Family or Two-Family Dwelling	$100.00
Commercial (or residential buildings other than single-family or 2-family dwellings.)	$200.00

Section 9: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for temporary use permits for commercial buildings.

Time Period	**Fee**
First 30 days	$200.00
Each additional day beyond 30	$50.00 per day

Section 10: Pursuant to Section 14-48 of the Code of Ordinances, City of Port Orange, Florida, the following penalty fees are established *in addition to the applicable permit fee*, for any work commenced prior to issuance of a permit. **(These fees shall be paid at the time of application submittal.)**

Commencement Period	**Fee**
Before submittal of permit application.	$500.00 or double the applicable permit fee whichever is greater.
After submittal of permit application but before permit is issued.	$300.00 or the applicable permit fee whichever is greater.

Section 11: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for plan resubmittal: 0.01% of the value of construction, or $50.00 minimum, whichever is greater, for each re-submittal. **(This fee shall be paid at the time of resubmittal)**

Section 12: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, fee for review of plan modifications that require more than one-half hour processing time, shall be the greater of: $50.00 for one & two family dwelling, $100.00 for multi-family and commercial; or, 10% of original plan review fee. A fee of $25.00 shall be charged for plan modifications that require one-half hour or less processing time. (**Plan modication fee shall be paid prior to plan modifications being returned to applicant.)**

Section 13: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following plan submittal/review fees are established for the review and establishment of master files. **(These fees shall be paid at the time of application.)**

Type of Structure or Component	Fee
Single-Family or Two-Family Dwelling	$100.00 per model
Accessory Structures and/or Building Components (Includes among others, garages, sheds, swimming pools, doors, and shutters.)	$50.00 per structure or component.

Section 14: Pursuant to Section 14-50 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for non-routine inspections.

(a) For after-hours inspections:

Time of Inspection	Fee
Before 7:00 a.m. or after 3:30 p.m. on weekday, Saturday, Sunday or Holiday	$80.00 per hour, with a minimum of 2 hours.
Saturday, Sunday or Holiday	$ 80.00 per hour, with a minimum of 4 hours.

(These fees shall be paid at the time of scheduling the after-hours inspections.)

(b) For reinspections:

Reinspection Sequence	Fee
First Reinspection	$50.00
Second Reinspection	$100.00
Third or Subsequent Reinspection	$200.00 (Third or subsequent inspection for same code violation or noncompliance shall be charged a penalty fee equal to 4 times the applicable inspection fee in accordance to Section 553.80 of the Florida Statutes).

Section 15: Pursuant to Section 14-51 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for closeout of expired permits.

Type of Building or Structure	**Fee**
Building or Addition	$250.00
Pool (In-Ground)	$120.00
Other Work or Improvement	$50.00

Section 16. Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fee is established for permit renewals.

Permit Renewal (90 day extension prior to expiration).	$50.00

Section 17: Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, fees are established for **reissuing of permits expired less than 180 days**. The permit replacement fee shall be based on a percentage of the original permit fee as determined herein. **Permits which have expired more than 180 days shall be required to be reissued with a new application and will be subject to all current codes and fees with no credit being given for permit fees paid reviously.**

Stage of Construction	**Fee**
No inspections or only first inspection made and approved.	100% of permit fees in effect at time of replacement with no credit for previously paid fees.
Plumbing and foundation inspections completed and approved, concrete slab poured. (Mobile home setup)	60% of the permit fees previously paid.
Lintel inspection (if masonry construction) completed and approved. (Pool deck, Dry-in Flashing inspection, MH setup W/trades	50% of the permit fees previously paid.
Framing inspection completed and approved.	40% of the permit fees previously paid.
All inspections except final completed and approved.	20% of the permit fees previously paid.

Permit replacement fees for work not specifically covered by the schedule above shall be determined by the Building Offiicial.

Section 18: Pursuant to Section 14-53 of the Code of Ordinances, City of Port Orange, Florida, when the permit holder withdraws the application, fees paid for building permits shall be refunded as follows.

Time of Request for Refund	**Refund (No refund shall be given for the fees noted below unless permit was issued in error by the building department.)** • **Fees associated with plan review.** • **Fees associated with processing and administration.** • **Application fees.**
After issuance of permit and before commencement of work.	80% (Provided permit was issued within the 6 months immediately preceding request.)
After commencement of work and before 1st inspection.	75% (Provided permit was issued within the 6 months immediately preceding request and all work included in scope of work and already performed on site is removed.)
Permit issued for 181 days or longer, regardless of stage of construction.	No refund.

Section 19. Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for Fire Department.

Plan review for new buildings (or structures) and tenant build-outs.

Area (Square Feet)	Fee
Less than 20,000.	$60.00
20,001 - 30,000.	$90.00
30,001 - 40,000	$120.00
40,001 - 50,000	$150.00
50,001 - 60,000	$180.00
60,001 - 70,000	$210.00
70,001 - 80,000	$240.00
80,001 - 90,000	$270,000
90,001 – 100,000	$300.00
Greater than 100,000	$300.00 plus $60.00 per additional 10,000 square feet (or portion thereof) above 100,000 square feet

Annual or Special Permits

Type of Permit	Fee
Explosives, blasting agents, ammunition, and temporary consumer sparkler sales that are approved by the State Fire Marshal.	$100.00
Storage or use of flammable or combustible liquids within the scope of NFPA 30, NFPA 30A and/or NFPA 30B.	$25.00
Storage or use of LPG within the scope of NFPA 58	$25.00
Storage or use of flammable or combustible finishes.	$25.00
Hazardous uses not specified by this schedule.	$25.00
Tire rebuilding plant.	$25.00
Wrecking or junk yard.	$25.00
Compressed gases.	$25.00
Open Commercial Burning.	$60.00 per day.

Fire Hydrant Flow Tests.

Avalilable fire flow: $60.00 plus $15.00 per hydrant.

Final approval of subdivision or site: $60.00 plus $15.00 per hydrant.

Special Plan Review, Inspections, and Testing

Fire suppression or fire sprinkler systems.

Less than 100 heads: $135.00

100 or more heads: $135.00 plus $0.20 per head over 100.

Standpipe Systems.	$150.00 per system plus $3.00 per outlet.
Hood Extinguishing Systems or Paint Booths.	$75.00 per system.
Reinspections.	$25.00 per inspection.
Fuel Tank.	$90.00 for 1st tank plus $50.00 per additional tank.
Fire Alarm Systems.	
10,000 square feet or less:	$75.00
More than 10,000 square feet:	$75.00 plus $10.00 per 1000 sq. ft. (or portion thereof).

Section 20: The fees established herein shall become effective immediately upon adoption of this resolution.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted this 19 day of April 2011.

Reviewed and Approved: _____
City Attorney

RESOLUTION NO. 07-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA REVISING CHARGES AND FEES FOR COMMUNITY DEVELOPMENT ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange has approved Ordinance No. 1990-33, the Land Development Code, which implements the provisions of the adopted Comprehensive Plan; and

WHEREAS, the Land Development Code authorizes various fees for applications relating to permits, public hearings, and other administrative actions; and

WHEREAS, the City staff has reviewed and recommended approval of the fees set forth in this resolution; and

WHEREAS, the City Council has determined that the fees established in this resolution are fair and reasonable and necessary to reimburse the City an amount up to the actual costs and expenses incurred in processing applications under the Land Development Code; and

WHEREAS, for purposes of this resolution words with underline (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby adopts the following fees:

"ABC" Tree and Vegetation Removal Permits *(Ch. 6, Sec. 6, Land Dev. Code):*

$125 for sites not under subdivision/site development permits

Annexations *(Ch. 14, Sec. 14-291, Code of Ordinances)*:

$1,100* ~~500~~- Residentially zoned property of 4 lots or less
$1,100* ~~1,000~~- All other properties
*Plus actual cost of legal advertising

Appeals (Technical and Procedural) *(Ch. 3, Sec 6, Land Dev. Code)*:

$100

Change of Grade Permit *(Ch. 10, Sec. 2(a), Land Dev. Code)*:

$100 - sites 3 acres or less/90 day permit
$50/acre up to $500/max. - sites larger than 3 acres/ 365 day permit

Change of Use *(Ch. 17, Sec. 26(b), Land Dev. Code):*

$450*
*Plus actual cost of legal advertising

Comprehensive Plan/Future Land Use Amendments *(Ch. 3, Sec. 5, Land Dev. Code)*:

$2,500*- Small Scale Amendment
$3,000*- Large Scale Amendment
*Plus actual cost of all legal advertisement

Concurrency Review *(Ch. 4, Sec. 5, Land Dev. Code)*

$1,700 ~~100~~ - when conducted separately from site plan or subdivision review

Conditional Uses *(Ch. 18, Sec. 1(b), Land Dev. Code)*

$450*
*Plus actual cost of legal advertisement

Development Order Extensions *(Ch. 3, Sec. 4, Land Dev. Code)*:

$300

Development Order Modifications *(Ch. 3, Sec 4, Land Dev. Code)*:

$300

Development Permit Extensions *(Ch. 3, Sec. 4, Land Dev. Code)*:

$300

Development of Regional Impact (DRI's) *(Ch. 4, Sec. 4, Land Dev.Code)*:

$15,000*
*plus consultant review fees and actual cost of legal advertising

Easement/Street Vacations *(Ch. 3, Sec. 1, Land Dev. Code)*:

$250

Historic Tree Removal Permits *(Ch. 9, Sec. 16.5, Land Dev. Code)*:

$175.00

Incomplete Project Submittals/Resubmittals *(Ch. 3, Sec. 3, Land Dev. Code)*:

$500 for resubmittal after deemed incomplete or second SDRC resubmittal (first resubmittal is included in base application fee)
$1,000 for third resubmittal after SDRC
$1,500 for fourth resubmittal after SDRC
$2,000 for fifth and each subsequent resubmittal after SDRC

Landscape License Agreements *(Ch. 58, Sec. 58-41, Code of Ordinances)*:

$75

Land Development Text Amendments *(Ch. 3, Sec. 5, Land Dev. Code)*:

$6,000*
*Plus actual cost of legal advertising

Model Sales Center Site Plans *(Ch. 5, Sec. 10.6, Land Dev. Code):*

$300

Rezonings *(Ch. 3, Sec. 5, Land Dev. Code)*:

PUD/PCD Rezoning - $8,500*
All other Rezonings- $6,500*
*Plus actual cost of legal advertising

1. PUD/PCD rezoning applications shall be permitted a maximum of two 60-day extensions for resubmittal deadlines. These requests must be received prior to expiration of the deadlines.

2. Each 60-day extension shall be $500.00.

3. Extensions less than 60 days shall be $300.00 (provided the extension is requested prior to expiration of the deadline, otherwise the fee shall be $500.00).

4. After a resubmittal deadline has expired the applicant has 60 days to resubmit the project and pay the $500.00 late fee. If the project has lapsed more than 60 days from the date of the resubmittal deadline, the applicant must pay a new application fee.

PUD/PCD Master Development Agreement and Concept Development Plan Amendments *(Ch. 3, Sec. 5, Land Dev. Code):*

$8,500*- MDA & CDP Restatements
$6,500*- MDA & CDP Amendment
$4,500*- MDA Amendment only
$4,500*- CDP Amendment only
*Plus actual cost of legal advertising

1. PUD/PCD Amendment applications shall be permitted a maximum of two 60-day extensions for resubmittal deadlines. These requests must be received prior to expiration of the deadlines.

2. Each 60-day extension shall be $500.00.

3. Extensions less than 60 days shall be $300.00 (provided the extension is requested prior to expiration of the deadline, otherwise the fee shall be $500.00).

4. After a resubmittal deadline has expired the applicant has 60 days to resubmit the project and pay the $500.00 late fee. If the project has lapsed more than 60 days from the date of the resubmittal deadline, the applicant must pay a new application fee.

Second Pre-Construction Meetings *(Ch. 5, Sec 10(a) and Ch. 6, Sec. 6(a), LDC):*

$300

Final Site Development Plans *(Ch. 3, Sec. 3, Land Dev. Code)*:

Minor site plan- $4,000 ~~1,500~~
Modification to approved site plan three years old or less - $500
Modification to approval site plan three years old or more-$1000
Major site plan - $4,500 ~~2,000~~
Timely Resubmittal - $300
Late Resubmittal - $500
Expedited Review (Premium Paid Service) - Double Fees

1. Both Major and Minor Developments shall be permitted a maximum of two 60-day extensions for resubmittal deadlines. These requests must be received prior to expiration of the deadlines.

2. Each 60-day extension shall be $500.00.

3. Extensions less than 60 days shall be $300.00 (provided the extension is requested prior to expiration of the deadline, otherwise the fee shall be $500.00)

4. After a resubmittal deadline has expired the applicant has 60 days to resubmit the project and pay the $500.00 late fee. If the project has lapsed more than 60 days from the date of the resubmittal deadline, the applicant must pay a new application fee.

Site plan inspection fee - 3.25% of estimated construction cost for all code required improvements for sites 5 acres or less or 2.25% of estimated construction cost for all code required improvements for sites over 5 acres.

In addition, weekend or holiday work, if allowed and approved by the City, shall require special payment to the City at least 48 hours in advance of the requested work date. Payment shall be $100.00 per hour with a six (6) hour minimum, regardless of the length of time actually worked.

Final Site Reinspections or Multi-phase Final Site Inspections - $500.00 for each inspection beyond Final Inspection and first Reinspection for entire project.

Special Exceptions *(Ch. 18, Sec. 2, Land Dev. Code):*

$450*
*Plus actual cost of legal advertising

Subdivision (Preliminary and Final Plat & Plans and SIA 's) *(Ch. 5, Sec. 7 and 10, Land Dev. Code)*:

Preliminary/Plat/Plans	$2,000
Final Plat/Plans	$4,750 ~~2,500~~ or 0.5% est. construction cost whichever is greater
Replat	$500
Late Resubmittal	$500
Minor Subdivision Exemption	$2,000
Timely Resubmittal Fee	$300

Subdivision Inspection Fee: 3.25% of the est. construction cost for Code required improvements on sites 15 acres or less & 2.75% on sites over 15 acres. In addition to these fees, weekend or holiday work, if allowed and approved by the City, shall require special payment to the City at least 48 hours in advance of the requested work date. Payment shall be $100.00 per hour with a six (6) hour minimum, regardless of the length of time actually worked.

1. All subdivision applications (preliminary, final and minor subdivision exemptions) shall be permitted a maximum of two 60-day extensions for resubmittal deadlines. These requests must be received prior to expiration of the deadlines.

2. Each 60-day extension shall be $500.00.

3. Extensions less than 60 days shall be $300.00 (provided the extension is requested prior to expiration of the deadline, otherwise the fee shall be $500.00)

4. After a resubmittal deadline has expired the applicant has 60 days to resubmit the project and pay the $500.00 late fee. If the project has lapsed more than 60 days from the date of the resubmittal deadline, the applicant must pay a new application fee.

Final Subdivision Reinspections - $500 for each inspection beyond Final Inspection and one (1) Reinspection.

Traffic analysis reports (review or preparation) *(Ch. 4, Sec. 4, Land Dev. Code)*

Actual Cost of Consultant review fees

Tree Removal Permits *(Ch. 9, Sec. 2, Land Dev. Code)*

$25- Single and Two-Family
$75- Multi-family and Commercial

Variances *(Ch. 19, Sec. 1, Land Dev. Code)*

$75*- (SF) Administrative Variance; $150* (all others)
$900* ~~250~~- Single and Two-Family Residences
$900* ~~500~~- Commercial/Others
Double Fee *- After the fact Variance
$100- Appeals (Refundable if granted by City Council)
*Plus actual cost of legal advertising

Zoning/Land Use Designation Confirmation Letters *(Ch. 3, Sec. 1, Land Dev. Code)*

$50

Zoning Sign Off for Alcoholic Beverage Licenses *(Ch. 3, Sec. 1, Land Dev. Code)*:

$50

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent that they conflict.

Section 3. The fees established in this resolution shall become effective on October 1, 2007.

Mayor Allen Green

Attest:

Kenneth W. Parker, City Manager

Adopted this 4th day of Sept., 2007

Reviewed and Approved:

FBT City Attorney

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City of
Port Orange

2023 Building Fee Study

Final Report / February 24, 2023

RAFTELIS

RAFTELIS

February 24, 2023

Mr. Jonathan McKinney
Finance Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: 2023 Building Fee Study

Dear Mr. McKinney:

Raftelis has completed our building fee study report. This report provides the analysis, findings, conclusions, and recommendation of the study together with discussions, tables, and exhibits supporting and documenting the study process. Professional care was used in identifying and utilizing data, assumptions and estimates such that the fee structure represents the cost to the City of Port Orange for enforcing the Florida Building Code.

Thank you for the opportunity to assist the City of Port Orange with this study, and the time you and your staff made available to assemble data and discuss the study elements.

Very truly yours,
Raftelis

Henry Thomas
Vice President

Mark Tuma
Senior Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Background

The City of Port Orange (City) has established building fees to recover the costs of enforcing the Florida Building Code pursuant to Florida Statutes. The existing fees were implemented in 2011 by Resolution 11-19. The City has engaged Raftelis to review the existing building fees and recommend new fee levels based on the cost of providing service, recent development trends, and the City's overall policy objectives while remaining within Florida Statute requirements.

Fees for providing services established by a local government should be predicated on a cost-of-service basis. The City has established a Special Revenue Fund within the General Fund identified as the Community Development Fund to provide the services related to enforcing the Florida Building Code. Building Inspection fees must satisfy the provisions of Section 553.80, Florida Statutes (F.S.), which reads in part "Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code." Also identified in Section 553.80 F.S. the phrase "enforcing the Florida Building Code" entails the following:

1. *As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspection, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.*
2. *A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees.*
3. *The following activities may not be funded with fees adopted for enforcing the Florida Building Code:*
    a. *Planning and zoning or other general government activities.*
    b. *Inspections of public buildings for a reduced fee or no fee.*
    c. *Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.*
    d. *Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.*
4. *A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.*

As such, the building fees should be designed to only recover the Department's cost of service including any capital replacement needs as necessary. The building fees should not subsidize other municipal functions where the costs provided by such functions are not for the benefit of the Department.

Pursuant to our agreement with the City, we have reviewed and are recommending a new fee schedule for the City's building fees. Our scope for this project does not include the review and calculation of fire inspection fees or impact fees.

Historical Fees and Permit Activity

The following is a summary of some of the key fees including plan review and permit fees for new or re-development within the City along with fees for other related services associated with enforcing the Florida Building Code:

Summary of Key Permit Fees (Effective May 2, 2011)		
Permit Type	**Fee Description**	**Amount**
Building Permit Fee	Permit Processing Fee	0.35% of Construction Value
	Inspection Fee	0.40% of Construction Value
	Plan Review	0.20% of Construction Value
	Minimum Permit Fee	$50.00
Electrical Permit	Pre-Power (mandatory) - New Construction	$125.00 Commercial $50.00 Residential
	Temporary Power Pole	1 pole no charge for new construction. additional poles each $100.00 Commercial $60.00 Residential
	Single Phase	$0.75 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential
	3-Phase (240 Volts or Less)	$1.00 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential
	3-Phase (Greater than 240 Volts)	$1.50 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential
	Swimming Pool Electric	$200.00 Commercial $75.00 Residential
	Mobile Home or Recreational Vehicle	$50.00 per unit
	Upgrade of Service	Same Fee Schedule as New Service, but only the Increased Amperage from the Original Service is to be Included
	All other Electric Work	Based on construction value Minimum $90.00 Commercial Minimum $50.00 Residential
	Mobile/Manufactured Home/RV or Modular Building Set-up	$12.00 1st sewer lateral, $8.00 each Addt'l Minimum $90.00 Commercial Minimum $50.00 Residential

Summary of Key Permit Fees (Effective May 2, 2011)		
Permit Type	**Fee Description**	**Amount**
Plumbing Permit	Individual Fixture or Appliance Connection to Water or Sewer System	$6.00 per Fixture or Appliance Minimum $90.00 Commercial Minimum $50.00 Residential
Plumbing Permit (Cont.)	All Other Plumbing Work	Based on construction value Minimum $90.00 Commercial Minimum $50.00 Residential
Mechanical Permit	0-3 tons	$75.00
	Above 3 tons to 10 tons	$75.00 plus $12.00 per ton
	Above 10 tons to 25 tons	$159.00 plus $10.00 per ton
	Above 25 tons to 50 tons	$309.00 plus $6.50 per ton
	Above 50 tons	$471.50 plus $5.50 per ton
	Replacement of Equipment (No change to duct system)	$5.00 per ton Minimum $90.00 Commercial Minimum $50.00 Residential
	All other Mechanical Work	Based on Construction Value Minimum $90.00 Commercial Minimum $50.00 Residential
Gas Permit	Installation of Appliance or Outlet	$6.00 per Appliance or Outlet Minimum $90.00 Commercial Minimum $50.00 Residential
	Installation of Gas Tank	$50.00 per Tank
	All Other Gas Work	Based on construction value Minimum $90.00 Commercial Minimum $50.00 Residential

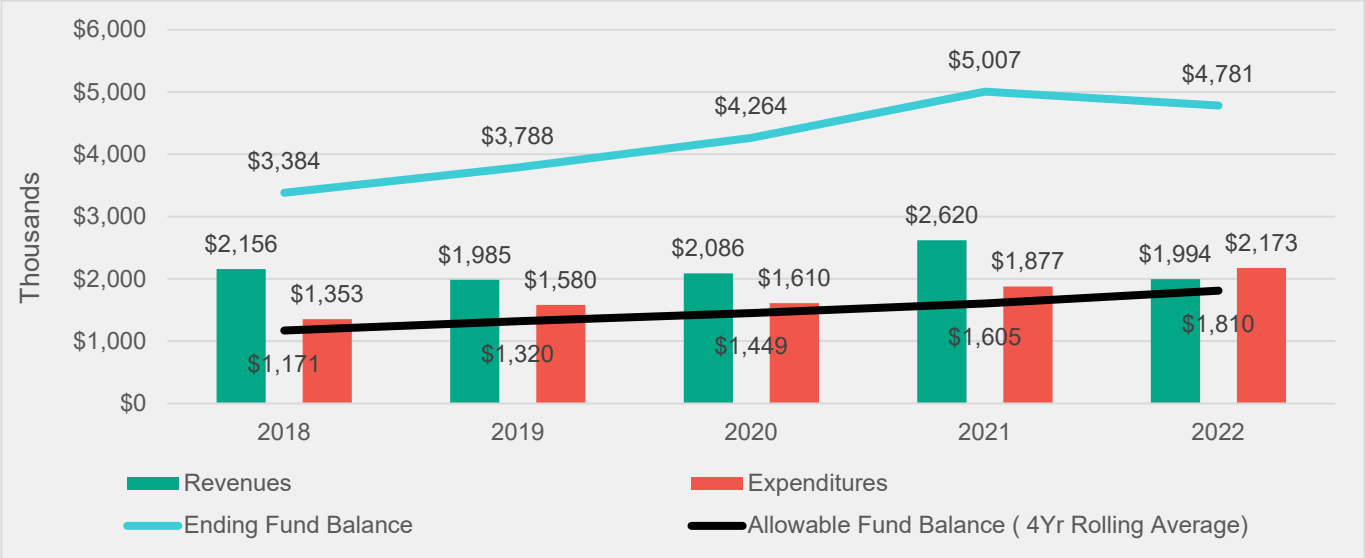
The City tracks the number of permits and the value of new construction each year and has seen a fluctuation in the number of permits submitted to the Department over the past 5 year. The value of construction has increased from FY18 through FY21 at an average rate of 10%, however in FY22 there was a decline in construction value of 28%. This could be due to varying types of permits issued by the City and the type of construction being done. The table and chart below provide illustrations of historical trends in the building department:

Table 1: Summary of Historical Permit Activity FY 2018 – FY 2022

Fiscal Year	Permits Issued	Value of Construction (000s)
2018	7,222	$180,199
2019	6,347	$146,494
2020	6,106	$185,739
2021	7,267	$244,752
2022	6,598	$175,330

Note: Amounts obtained from Permit Statistic Report Provided by City Staff.

Figure 1: Historical Revenues, Expenditures, and Fund Balance Accumulation



As illustrated on the figure above, the fund balance accumulation has continued to increase throughout recent years where revenues were higher than expenditures. In FY22, there was decrease in fund balance due to rising operating expenditures. This reduced the fund balance by approximately $180,000 dollars. The ending fund balance in FY22 is approximately $4.78M which is approximately $3M over the allowable fund balance.

Pursuant to F.S. 553.80 "a local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years." The operating costs assigned to the Department include direct labor and expenses as well as expenses allocated from support departments such as IT, human resources, and finance. The previous four fiscal years and the average are provided on the table below:

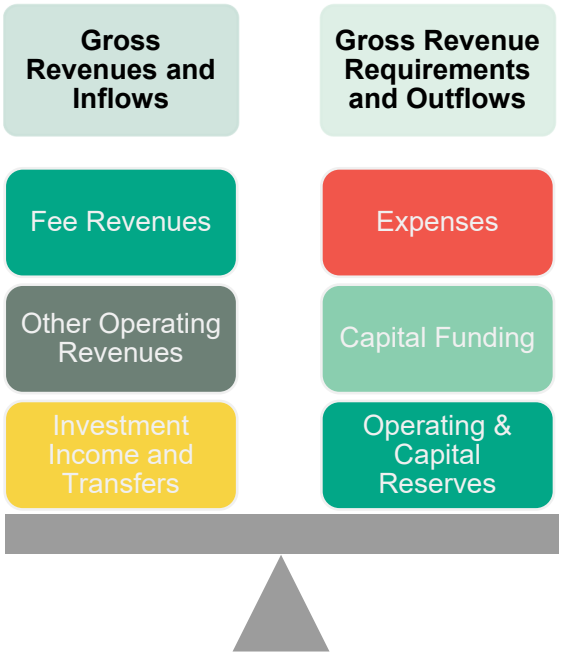
Table 2: Historical Building Department Operating Costs

Fiscal Year	Operating Costs
2019	$1,579,710
2020	$1,610,223
2021	$1,876,715
2022	$2,173,464
4-year Average	$1,810,028

As can be seen above the operating costs have been generally increasing since FY19. With additional regulations and requirements passed by the Florida Legislature in recent years, it is anticipated that the cost to operating the Department will continue to increase in future years. Increases to the operating costs over time will subsequently increase the four-year average allowed for a reserve fund.

Revenue Requirements

The revenue requirements represent the total expenditures and funding needs including operating expenses, capital expenditures, and the ability to maintain operating, capital, and other reserves as may be necessary based on the strategic plans of the City and the provisions of the Florida Statutes. The sum of these costs, after adjusting for other income and other operating revenues available, represents the net revenue requirements required to be funded from the building fees. The following is a depiction of the net revenue requirement derivation:



\+ Operating Expenses
\+ Capital Expenditures
\+ Deposits to Operating and Capital Reserves
– Other Revenue and Income
– Use of Operating Reserves
= Net Revenue Requirements

The revenue requirements are based on the historical actual operating expenditure trends, with added provisions of setting aside funds for future capital replacement including vehicles used by the Department. Raftelis worked with City staff to make some upward adjustments to the historical actual operating expenditures to allow for additional staff, software upgrades and other operating expenditures projected to be spent in FY23. FY23 serves as the test year for the revenue requirements, which are then escalated in future years based on inflationary factors. As previously mentioned, the Community Development Building Department costs are considered as a component of the City's General Fund but are accounted for as a separate and self-sustaining "special revenue" fund that supports the development of the fees. The City's indirect cost allocation methodology was relied on as budgeted to provide funding for a portion of other City departments such as Human Resources and Finance that provide support to the Department. The forecast of operating expenses is summarized on the table below and provided in detail on Exhibit 2.

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Table 3: Operating Expense Forecast

Fiscal Year	Total Operating Expenses
2023	$2,382,396
2024	$2,430,100
2025	$2,478,800
2026	$2,528,400
2027	$2,579,000
2028	$2,630,600

In addition to the annual operating expenses, the revenue requirements include annual funding for capital expenditures identified to support the Department. Currently, the primary capital items maintained by the department are seven vehicles, computers, printers, radios, and furniture with a range of five to ten years of service life. Based on the date each asset was placed in service, the Department should set aside $506,750 for accumulation of the depreciation/ replacement of these assets as illustrated on Exhibit 8. It is recommended that the Department set aside this funding in FY23. Additionally, to account for the replacement of vehicles and other assets in the future, based on replacement of these assets at their respective normal service life intervals, the City should be depositing approximately $59,000 each year. As expenditures for new or replacement assets are made, the annual deposit to the Capital Reserve Account would be adjusted to account for the new asset based on: i) the average service life of the asset; and ii) the estimated replacement value for asset when it is scheduled next for replacement. In the development of the operating reserve balance as required by Florida Statutes, the funding of the capital reserve should not be included in the determination of the reserve fund target balance since it is for a specific purpose unrelated to the payment of ongoing annual operating expenses associated with providing services. The initial deposit amount for the accumulated asset replacement through the end of FY22, the FY23 deposit amount, and the anticipated uses of funds during FY23 for asset replacements are illustrated on the table below:

Table 4: Capital Reserve Account Ending FY 2023

Description	Amount [1]
Initial Deposit	$506,750
FY 2023 Deposit	58,580
Ending Balance	$567,830

[1] Amounts from Exhibit 3 at the end of this report.

As shown above, it is recommended that the City transfer $506,750 from the operating reserve to the new capital reserve, within the Department's tracking of funds available. This will reduce the amount of operating reserves available, which are limited by the Florida Statutes. The anticipated

use of funds is related to replacement of assets pursuant to the depreciation period. The table below illustrates the balances for each fund as of the end of FY22:

Table 5: Reserve Funds Beginning FY 2023

Description	Operating Reserves	Capital Reserves
Estimated Cash Balance 9/30/2022	$4,274,707	$506,750
Liabilities	(37,339)	
Operating Reserve Target [1]	1,810,028	
Excess Funds Available	$2,427,340	

[1] Historical four-year average (FY 2019 – FY 2022) operating expenses for the Department, as provided in Florida Statutes, Chapter 553.80(7)(a). Amount from Table 2.

The City has accumulated a balance in the Department's special revenue fund that exceeds the newly imposed limitations as in F.S. Chapter 553.80(7)(a). As dictated in F.S. Chapter 553.80(7)(a)(2) "A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees, or to pay for the construction of a building or structure that houses a local government's building code enforcement agency…". With an estimated excess of $2,427,340 beginning in FY 2023, it is recommended that the City does not change its current rates due to the growing operating expenditures within the department. The department is projected to continue to see large deficiencies leading to these excess funds being spent over a 2-year period. This action and the resulting fund balances over time will be discussed further in the Revenue Sufficiency section of this report.

Revenue Sufficiency Evaluation

As presented on Figure 1, Raftelis reviewed the Permit and Building Department activity over the past 4 years from FY19 through FY22. In recent years, construction activity has been accelerated, resulting in higher revenue collections as compared to historical numbers. However, with the continued increase in inflation, operating expenses are estimated to increase during the forecast period, on average annually by 2% resulting in a net revenue deficiency of $1,081,780 by FY28. The operating forecast is summarized on Table 6 below.

Table 6: Operating Forecast Prior to Rate Adjustment

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Permit Fee Revenue	$1,900,000	$1,900,000	$1,900,000	$1,900,000	$1,900,000	$1,900,000
Net Revenue Requirements	$2,679,876	$2,737,380	$2,796,380	$2,855,305	$2,914,582	$2,974,007
Revenue Surplus/(Deficit) [1]	($779,876)	($837,380)	($896,380)	($956,780)	($1,018,580)	($1,081,780)

[1] Represents the addition to or use of Operating Reserves.

As shown above, forecasted revenues are expected to be below the total expenses and resulting in a use of reserve funds. The amount of reserve funds used increases each year as the operating expenses increase. Due to the increased operating expenditures, the City has sufficient funds in the operating reserves to cover the revenue deficiency until FY26. Currently it is recommended that the City not adjust rates but monitor the Department fund balance closely. The City may need to adjust rates in the future if the operating expenditures continue to outpace revenues and the fund balance continues to shrink.

Based on the current operating forecast, the following table presents the anticipated ending operating reserve balance each year:

Table 7: Ending Operating Reserve Balance Forecast

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Beginning Balance	$4,237,368	$3,758,092	$3,228,211	$2,646,931	$2,013,151	$1,325,671
Additions to Balance	0	0	0	0	0	0
Reductions to Balance	(479,276)	(529,880)	(581,280)	(633,780)	(687,480)	(742,580)
Ending Balance	$3,758,092	$3,228,211	$2,646,931	$2,013,151	$1,325,671	$583,091
Target Balance [1]	$1,810,000	$2,010,700	$2,215,700	$2,366,200	$2,454,900	$2,504,100

[1] Target balance based on four-year historical average adjusted operating expenses.

As shown above, the operating reserve balance is rapidly decreasing each year of the forecast period. The City would be under the target balance by FY 2026 and continue to see a decrease in fund balance throughout the end of the forecast period.

Due to the continued uncertainty with respect to the effects of the COVID-19 pandemic and other economic factors may affect the long-term development/growth within the City, along with the natural large variations in annual revenues, as they are highly variable and dependent on construction activity, it is recommended that the City review and update the building fund forecast each year for the next several years to ensure the accumulated funds are being addressed appropriately.

Proposed Building Fee Structure Modification

City staff requested that Raftelis analyze the possibility of condensing and simplifying the rate structure for key building permit fee structures. Those permit fees are electrical, plumbing, mechanical, and gas. These permits are some of the most commonly used permit fees within the City. The development of the proposed rates and fees was based on: i) an analysis of the anticipated Test Year building construction activity for the City and ii) a review and comparison of the fees charged by neighboring local governments. Raftelis reviewed four years of historical permit activity within the City to develop an average baseline activity level for each of the permits. City staff had identified structures within other municipalities that they felt would better fit the City's fee schedule.

Raftelis used the same structure identified by staff and with the calculated activity level developed a projected revenue model for these key permit fees. The goal of the rate structure change was to simplify and condense as well as be revenue neutral to customers. This analysis in more detail can be found on Exhibit 9. The current and proposed rates from the analysis are shown below.

Summary of Key Permit Fees			
Permit Type	**Fee Description**	**Current Amount**	**Proposed Amount**
Electrical Permit	~~Pre-Power (mandatory) - New Construction~~	~~$125.00 Commercial $50.00 Residential~~	
	~~Temporary Power Pole~~	~~1 pole no charge for new construction. additional poles each $100.00 Commercial $60.00 Residential~~	
	~~Single Phase~~	~~$0.75 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential~~	
	~~3-Phase (240 Volts or Less)~~	~~$1.00 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential~~	
	~~3-Phase (Greater than 240 Volts)~~	~~$1.50 per Ampere Minimum $90.00 Commercial Minimum $50.00 Residential~~	
	~~Swimming Pool Electric~~	~~$200.00 Commercial $75.00 Residential~~	
	~~Mobile Home or Recreational Vehicle~~	~~$50.00 per unit~~	
	~~Upgrade of Service~~	~~Same Fee Schedule as New Service, but only the Increased Amperage from the Original Service is to be Included~~	
	~~All other Electric Work~~	~~Based on construction value Minimum $90.00 Commercial Minimum $50.00 Residential~~	
	All Electrical Permits		$50 plus 0.8% of the documented electric valuation, $50 minimum

Summary of Key Permit Fees			
Permit Type	**Fee Description**	**Current Amount**	**Proposed Amount**
Plumbing Permit	~~Mobile/Manufactured Home/RV or Modular Building Set up~~	~~$12.00 1st sewer lateral, $8.00 each Addt'l~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	~~Individual Fixture or Appliance Connection to Water or Sewer System~~	~~$6.00 per Fixture or Appliance~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	~~All Other Plumbing Work~~	~~Based on construction value~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	All Plumbing Permits		$50 plus 0.8% of the documented plumbing valuation, $50 minimum
Mechanical Permit	~~0-3 tons~~	~~$75.00~~	
	~~Above 3 tons to 10 tons~~	~~$75.00 plus $12.00 per ton~~	
	~~Above 10 tons to 25 tons~~	~~$159.00 plus $10.00 per ton~~	
	~~Above 25 tons to 50 tons~~	~~$309.00 plus $6.50 per ton~~	
	~~Above 50 tons~~	~~$471.50 plus $5.50 per ton~~	
	~~Replacement of Equipment (No change to duct system)~~	~~$5.00 per ton~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	~~All other Mechanical Work~~	~~Based on Construction Value~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	All Mechanical Permits		$50 plus 0.8% of the documented mechanical valuation, $50 minimum
Gas Permit	~~Installation of Appliance or Outlet~~	~~$6.00 per Appliance or Outlet~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	~~Installation of Gas Tank~~	~~$50.00 per Tank~~	
	~~All Other Gas Work~~	~~Based on construction value~~ ~~Minimum $90.00 Commercial~~ ~~Minimum $50.00 Residential~~	
	All Gas Permits		$50 plus 0.8% of the documented gas valuation, $50 minimum

Private Provider Credits

As provided by Florida Statutes, Chapter 553 the City must allow an applicant to use a private provider to provide plan review and/or building code inspection services required for the permitting process and shall make payment directly to the private provider for the provision of such services. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

If an applicant uses a private provider, there should be a credit provided since the responsibility for the appropriate plan review and inspection services has now shifted to the private provider. However, there are still services that are provided by the City which include, but are not limited to, the following:

1. Receipt of the plans and review for completeness which includes application notification, Department and City coordination, input in the Department's data base and job tracking software/system and other related administrative services. Review licenses of private provider and affidavits and documents acknowledging use of private provider by an applicant.

2. Review of the compliance with Flood Plain Management requirements (flood zone review and coordination).

3. Coordination with applicant regarding calculation of total fees charged for service and calculation of plan review and inspection fees, including private provider credit. Meetings / coordination with applicants for collection of fees, execution of all permits and documents with applicant and other related applicant services.

4. Coordination and actual permit tracking by trade (log-in for each inspection which includes a review of all documents associated with each inspection) of all inspection requests from Private Inspector; including review of emails (copy email, download it, etc.).

5. Validation of every permit inspection that it was performed satisfactorily which has resulted in increased documentation validation (e.g., must have notice of commencement, certificate of compliance, etc. which in many instances may be incomplete), notice of final applicant, issue Certificate of Occupancy.

6. Development of complete data records and prepare electronic files of all documents with City being responsible for storage and maintenance of all records after project completion.

7. The incurrence of overhead and administrative costs associated with the operation of the Building Department and providing plan review and inspector staff as a back-up to the extent

that an applicant changes it request to use or does not employ a private provider (referred to as a state of readiness to the extent the private providers are not employed).

To estimate the private provider credits, a time analysis was performed to determine the relative effort provided by City staff in cases where full services were required versus when a private provider was utilized. Since each situation is unique, reasonable averages and assumptions were made to formulate a consistent percentage reduction to be applied when private providers are used. This analysis is summarized below for a typical residential and commercial plan review and inspection project. As one would expect, this analysis is for a typical development project and the actual time spent by Department staff may vary due to a variety of reasons, including completeness of the plan review documentation and interaction with the private provider, complexity of the construction project and the ability of the private provider to conduct the necessary inspection services, and other factors. These cost differences could be significant. Based on the cost and time analysis developed from data provided by and discussions with staff, as provided on Table 8, the proposed private provider credits are as follows: a) for inspection services a eighty six percent (86%) credit is recommended to be calculated against the total permit fee; or b) if both plan review and inspection services are provided by the private provider a eighty four percent (84%) credit is recommended to be calculated against the total permit fee .

Table 8: Private Provider Credit Calculations

Description [1]	Typical Residential Project	Typical Commercial Project	Composite
Allocation of Time for Services – Port Orange			
Plan Review Activities	60	770	830
Inspection Activities	215	380	595
Total Port Orange Time for Building Permit	275	1,050	1,425
Allocation of Time for Services – Assuming Private Provider:			
Inspection Activities	37	42	81
Reduction in Cost due to Private Provider	(178)	(338)	(516)
Percent of Reduction in Total Port Orange Time for Building Permit	82.8%	88.9%	85.9%
Recommended Private Provider Credit – Inspection Services Only			***86.0%***
Recommended Private Provider Credit – Plan Review and Inspection Services			***84.0%***

[1] Allocation of time expressed in minutes.
[2] Amounts from Exhibit 10 at the end of this report.

Recommended Building Permit Fees

As demonstrated in this report the City has accumulated a balance that exceeds the limitations set by F.S. Chapter 553.80. However, as previously mentioned the City is projected to have large deficiencies throughout the forecast period due to rising inflationary costs and a conservative budget. Therefore, it

is recommended that the City make no changes to the building permit fees at this time. However, due to the rising inflationary costs and possible need of contractual labor within the department on an annual basis it is recommended that the City review and update the building fund forecast each year for the next several years to ensure the accumulated funds are being addressed appropriately to ensure the Department remains in a good fiscal position.

It is also recommended that the City should consider the adoption of the four modified building fees shown below.

Summary of Recommended Permit Fees		
Permit Type	**Fee Description**	**Amount**
Electrical Permit	All Electrical Permits	$50 plus 0.8% of the documented electric valuation, $50 minimum
Plumbing Permit	All Plumbing Permits	$50 plus 0.8% of the documented plumbing valuation, $50 minimum
Mechanical Permit	All Mechanical Permits	$50 plus 0.8% of the documented mechanical valuation, $50 minimum
Gas Permit	All Gas Permits	$50 plus 0.8% of the documented gas valuation, $50 minimum

Additionally, as part of this study a private provider credit was developed based on meetings and information provided by Building Department staff. The recommended credit to be provided 86% for inspections and 84% if both plan review and inspection services are provided.

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Exhibit 1

City of Port Orange, Florida
Building Permit Fee Analysis

Development of Test Year Other Operating Revenues from Building Department Operations

Line No.	Description	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Budget	Adjustments	Adjusted 2023 Budget
	Plan Revenue and Inspection Revenue (Rate Revenue)								
1	Permits, Fees and Special Assessments	$ 2,039,701	$ 1,778,600	$ 1,956,726	$ 2,563,173	$ 1,945,039	$ 1,250,000	$ 650,000	$ 1,900,000
2	**Total Rate Revenue**	$ 2,039,701	$ 1,778,600	$ 1,956,726	$ 2,563,173	$ 1,945,039	$ 1,250,000	$ 650,000	$ 1,900,000
	Other Operating Revenue								
3	Education and Training Fee	$ 4,931	$ 6,050	$ -	$ -	$ -	$ -	$ -	$ -
3	Archiving Fee - Building	-	-	3,975	34,805	31,735	25,000	-	25,000
4	Fees and Permits	100,240	93,005	49,190	-	(1,000)	-	-	-
5	Inspection Fees	-	-	1,950	16,750	3,650	15,000	-	15,000
6	Interest Earnings	11,059	106,769	73,505	4,894	-	15,000	(15,000)	-
7	Miscellaneous Revenue	266	186	378	272	14,539	-	-	-
8	Estimated Carryover	-	-	-	-	-	-	-	-
9	**Total Other Operating Revenue**	$ 116,496	$ 206,011	$ 128,997	$ 56,721	$ 48,924	$ 55,000	$ (15,000)	$ 40,000
10	**Total Revenues**	$ 2,156,197	$ 1,984,611	$ 2,085,723	$ 2,619,895	$ 1,993,963	$ 1,305,000	$ 635,000	$ 1,940,000

Exhibit 2

City of Port Orange, Florida
Building Permit Fee Analysis

Summary of Historical and Projected Test Year Operating Expenses - Total Applicable (Unallocated) Cost Centers

Line No.	Ledger Account	Description	2018 Adjusted	2019 Adjusted	2020 Adjusted	2021 Adjusted	2022 Adjusted	Budget 2023	Adjustments	2023 Adjusted Budget
		Operating Expenditures								
1	510000	Inspections	$ -	$ -	$ 177,248	$ 18,975	$ -	$ -	$ -	$ -
2	510000	Other Contracted Services	156,211	292,068	-	306,452	191,589	775,000	(500,000)	275,000
3	510000	Other Professional Services	720	8,920	56,925	18,326	12,493	344,652	(300,000)	44,652
4	510000	Temporary Help Service Fee	779	8,562	36,714	62,690	104,622	150,000	-	150,000
5	530000	Equipment Inspection	2,160	1,829	1,031	1,640	2,211	9,000	-	9,000
6	530000	Software Maintenance	-	-	-	-	-	83,805	-	83,805
7	530000	Vehicle Maintenance/Repair	7,791	4,136	3,030	1,692	7,439	16,456	-	16,456
8	540000	Pipe Fittings and Valves - Stocked	-	-	-	-	-	-	-	-
9	540000	Advertising	483	-	199	-	-	200	-	200
10	540000	Books and Subscriptions	6,267	2,031	444	1,943	3,394	3,750	-	3,750
11	540000	Certification and License Reimbursement	-	-	-	-	-	6,350	-	6,350
12	540000	City Phones	-	-	6,424	16,004	11,137	22,422	-	22,422
13	540000	City Wide Employee Training	-	-	-	250	-	-	-	-
14	540000	Communication Services	12,296	12,343	7,088	350	467	1,800	-	1,800
15	540000	Computer Hardware - Capital	-	4,159	-	-	-	22,750	-	22,750
16	540000	Computer Hardware - Trackable	-	-	-	-	18,377	-	-	-
17	540000	Computer Software	-	600	-	699	8,012	500	-	500
18	540000	Dues and Memberships	3,290	3,890	9,036	5,014	1,294	13,825	-	13,825
19	540000	Employee Training	5,566	500	823	4,865	14,754	18,750	-	18,750
20	540000	Equipment - Non-Capital	-	-	12,389	1,835	13,554	32,000	-	32,000
21	540000	Freight/Shipping	-	-	-	9	-	-	-	-
22	540000	Gas, Diesel, Oil and Grease	7,716	4,683	4,522	6,945	10,677	15,675	-	15,675
23	540000	Internet Services	-	-	-	-	-	1,600	-	1,600
24	540000	Licenses, Taxes and Fees	558	307	116	-	-	30,000	-	30,000
25	540000	Miscellaneous Charges	52,330	67,970	-	-	-	-	-	-
26	540000	Office Supplies	3,509	3,449	7,611	8,755	8,986	12,100	-	12,100
27	540000	Other Operating Supplies	1,606	1,974	788	1,483	3,228	5,450	-	5,450
28	540000	Per Diem	-	-	94	-	-	8,250	-	8,250
29	540000	Postage	1,232	1,900	2,287	2,691	3,900	15,500	-	15,500
30	540000	Printing and Binding	1,037	900	-	-	3,071	2,000	-	2,000
31	540000	Travel	6,588	4,636	1,013	-	632	10,925	-	10,925
32	540000	Uniforms	677	966	494	3,587	1,872	5,300	-	5,300
	540000	Lodging					878	-		
33	540000	Vehicle Insurance	1,731	-	-	-	-	6,509	-	6,509
34	520000	Utilities	-	-	-	-	-	-	-	-
35	530100	Fleet Maintenance Charge	1,855	1,855	1,855	1,855	-	2,650	-	2,650
36	540100	Admin Fees and ISF Transfers	-	-	-	79,644	79,652	94,248	-	94,248
37	540100	Fleet Financing	24,255	26,148	24,408	18,418	9,121	2,265	-	2,265
38	540100	Internal Building Maintenance Charge	77,397	73,005	76,590	74,760	73,203	129,697	-	129,697
39	540100	Internal IT Charge	86,845	41,130	118,429	118,188	103,451	121,276	-	121,276
40	540100	Internal Insurance Charge	34,400	96,768	37,095	40,344	42,997	13,447	-	13,447
41	540100	Miscellaneous Charges	-	-	71,438	-	-	-	-	-
42	550000	Insurance Claims and Expenses	-	2,857	2,857	2,028	2,465	-	-	-
		Salaries and Benefits								
43	500000	Certificate and License	1,210	-	-	-	-	-	-	-
44	500000	Employee Assistance Program	362	488	473	429	545	-	-	-
45	500000	Health and Dental Insurance	85,854	91,413	93,355	87,942	102,821	-	-	-
46	500000	Life Insurance	-	-	1,098	1,512	1,954	-	-	-
47	500000	Overtime	64,773	38,867	27,148	35,967	49,638	20,000	-	20,000
48	500000	FICA Taxes	45,806	48,279	49,722	58,328	69,911	82,434	-	82,434
49	500000	Payroll Taxes and Benefits - Budget Use Only	-	-	-	-	-	212,426	-	212,426
50	500000	Salaries and Wages	572,117	630,211	657,315	760,363	901,019	1,057,568	-	1,057,568
51	500000	Retirement Contributions	79,961	96,947	113,507	125,021	134,108	131,816	-	131,816
52	500000	Unemployment Compensation	-	-	-	1,100	63	-	-	-
53	500000	Workers' Compensation	5,271	5,918	5,003	6,612	8,100	-	-	-
54	500000	General Fund Employees						-	-	-
		Capital Outlay								
55	600000	Machinery and Equipment	-	-	1,653	-	-	-	-	-
		Software	-	-	-	-	118,999	-	-	-
56	600000	Vehicles	-	-	-	-	52,831	-	-	-
57		Debt Service	-	-	-	-	-	-	-	-
58		Community Development Building	$ 1,352,653	$ 1,579,710	$ 1,610,223	$ 1,876,715	$ 2,173,464	$ 3,482,396	$ (800,000)	$ 2,682,396

Exhibit 3

City of Port Orange, Florida
Building Permit Fee Analysis

Allocation of Test Year Operating Expenses to Building Department Functions

Line No.	Description	Test Year 2023 Adjusted [1]	Allocation Reference	Building Department Expenses Allocated Between Plan Review and Inspection [2]					
				Plan Review		Inspection		Other (Direct)	
				Percent Allocation	Amount Allocated	Percent Allocation	Amount Allocated	Percent Allocation	Amount Allocated
	Operating Expenditures								
1	Inspections	$ -	Inspections	0.00%	$ -	100.00%	$ -	0.00%	$ -
2	Other Contracted Services	275,000	BuildSal	37.00%	101,736	37.61%	103,439	25.39%	69,825
3	Other Professional Services	44,652	FTE	45.99%	20,538	54.01%	24,114	0.00%	-
4	Temporary Help Service Fee	150,000	FTE	45.99%	68,992	54.01%	81,008	0.00%	-
5	Equipment Inspection	9,000	Inspections	0.00%	-	100.00%	9,000	0.00%	-
6	Software Maintenance	83,805	Asset	5.64%	4,726	94.36%	79,079	0.00%	-
7	Vehicle Maintenance/Repair	16,456	Inspections	0.00%	-	100.00%	16,456	0.00%	-
8	Pipe Fittings and Valves - Stocked	-	Asset	5.64%	-	94.36%	-	0.00%	-
9	Advertising	200	FTE	45.99%	92	54.01%	108	0.00%	-
10	Books and Subscriptions	3,750	FTE	45.99%	1,725	54.01%	2,025	0.00%	-
11	Certification and License Reimbursement	6,350	FTE	45.99%	2,921	54.01%	3,429	0.00%	-
12	City Phones	22,422	FTE	45.99%	10,313	54.01%	12,109	0.00%	-
13	City Wide Employee Training	-	FTE	45.99%	-	54.01%	-	0.00%	-
14	Communication Services	1,800	FTE	45.99%	828	54.01%	972	0.00%	-
15	Computer Hardware - Capital	22,750	Asset	5.64%	1,283	94.36%	21,467	0.00%	-
16	Computer Software	500	Asset	5.64%	28	94.36%	472	0.00%	-
17	Dues and Memberships	13,825	FTE	45.99%	6,359	54.01%	7,466	0.00%	-
18	Employee Training	18,750	FTE	45.99%	8,624	54.01%	10,126	0.00%	-
19	Equipment - Non-Capital	32,000	Asset	5.64%	1,805	94.36%	30,195	0.00%	-
20	Freight/Shipping	-	Other	0.00%	-	0.00%	-	100.00%	-
21	Gas, Diesel, Oil and Grease	15,675	Inspections	0.00%	-	100.00%	15,675	0.00%	-
22	Internet Services	1,600	FTE	45.99%	736	54.01%	864	0.00%	-
23	Licenses, Taxes and Fees	30,000	FTE	45.99%	13,798	54.01%	16,202	0.00%	-
24	Miscellaneous Charges	-	Other	0.00%	-	0.00%	-	100.00%	-
25	Office Supplies	12,100	FTE	45.99%	5,565	54.01%	6,535	0.00%	-
26	Other Operating Supplies	5,450	FTE	45.99%	2,507	54.01%	2,943	0.00%	-
27	Per Diem	8,250	FTE	45.99%	3,795	54.01%	4,455	0.00%	-
28	Postage	15,500	Other	0.00%	-	0.00%	-	100.00%	15,500
29	Printing and Binding	2,000	FTE	45.99%	920	54.01%	1,080	0.00%	-
30	Travel	10,925	FTE	45.99%	5,025	54.01%	5,900	0.00%	-
31	Uniforms	5,300	FTE	45.99%	2,438	54.01%	2,862	0.00%	-
32	Vehicle Insurance	6,509	Inspections	0.00%	-	100.00%	6,509	0.00%	-
33	Utilities	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
34	Fleet Maintenance Charge	2,650	Asset	5.64%	149	94.36%	2,501	0.00%	-
35	Admin Fees and ISF Transfers	94,248	OpEx	36.90%	34,778	45.05%	42,455	18.05%	17,016
36	Fleet Financing	2,265	Asset	5.64%	128	94.36%	2,137	0.00%	-
37	Internal Building Maintenance Charge	129,697	Indirect	50.49%	65,485	49.51%	64,212	0.00%	-
38	Internal IT Charge	121,276	Indirect	50.49%	61,234	49.51%	60,042	0.00%	-
39	Internal Insurance Charge	13,447	Indirect	50.49%	6,790	49.51%	6,657	0.00%	-
40	Miscellaneous Charges	-	FTE	45.99%	-	54.01%	-	0.00%	-
41	Insurance Claims and Expenses	-	FTE	45.99%	-	54.01%	-	0.00%	-
	Salaries and Benefits								
42	Certificate and License	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
43	Employee Assistance Program	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
44	Health and Dental Insurance	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
45	Life Insurance	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
46	Overtime	20,000	BuildSal	37.00%	7,399	37.61%	7,523	25.39%	5,078
47	FICA Taxes	82,434	BuildSal	37.00%	30,497	37.61%	31,007	25.39%	20,931
48	Payroll Taxes and Benefits - Budget Use Only	212,426	BuildSal	37.00%	78,587	37.61%	79,902	25.39%	53,937
49	Salaries and Wages	1,057,568	BuildSal	37.00%	391,248	37.61%	397,794	25.39%	268,526
50	Retirement Contributions	131,816	BuildSal	37.00%	48,765	37.61%	49,581	25.39%	33,469
51	Unemployment Compensation	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
52	Workers' Compensation	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
53	General Fund Employees	-	BuildSal	37.00%	-	37.61%	-	25.39%	-
	Capital Outlay								
54	Machinery and Equipment	-	Asset	5.64%	-	94.36%	-	0.00%	-
55	Vehicles	-	Asset	5.64%	-	94.36%	-	0.00%	-
56	Debt Service	-	Other	0.00%	-	0.00%	-	100.00%	-
57	Contingency	-	OpEx	36.90%	-	45.05%	-	18.05%	-
58	Community Development Building	$ 2,682,396		36.90%	$ 989,812	45.05%	$ 1,208,303	18.05%	$ 484,281
	Capital Projects								
59	Deposit	$ 58,580	Asset	5.64%	$ 3,304	94.36%	$ 55,276	0.00%	$ -
	Other Operating Revenue								
60	Education and Training Fee	$ -	Equal	50.00%	$ -	50.00%	$ -	0.00%	$ -
61	Archiving Fee - Building	25,000	Equal	50.00%	12,500	50.00%	12,500	0.00%	-
62	Fees and Permits	15,000	Plan Review	100.00%	15,000	0.00%	-	0.00%	-
63	Inspection Fees	-	Inspections	0.00%	-	100.00%	-	0.00%	-
64	Interest Earnings	-	Equal	50.00%	-	50.00%	-	0.00%	-
65	Miscellaneous Revenue	-	Equal	50.00%	-	50.00%	-	0.00%	-
66	Estimated Carryover	-	Equal	50.00%	-	50.00%	-	0.00%	-
67	Subtotal Operating Expenses	$ 2,700,976			$ 965,616		$ 1,251,079		$ 484,281
68	Reclass Other (Indirect)	210,958			210,958		273,323		(484,281)
69	Total Operating Expenses	$ 2,911,934		43.56%	$ 1,176,574	56.44%	$ 1,524,402	0.00%	$ -
70	Rounded Percentage			44.00%		56.00%		0.00%	

[1] Test Year Operating Expenses derived from Exhibit 2.
[2] Reference Exhibit 4 for the determination and summary of the allocation factors recognized to allocate the Test Year Building Department operating expenses between the Plan Review and Inspection functions.

Exhibt 4

City of Port Orange, Florida
Building Permit Fee Analysis

Allocation Factors - Plan Review and Inspection

Line No.	Description	Allocation Basis	Allocation Percentages		
			Plan Review	Inspections	Other Costs
1	Direct Plan Review	Plan Review	100.00%	0.00%	0.00%
2	Direct - Inspections	Inspections	0.00%	100.00%	0.00%
3	Equal	Equal	50.00%	50.00%	0.00%
4	Direct Other	Other	0.00%	0.00%	100.00%
5	Protective Services Department Salary	BuildSal	37.00%	37.61%	25.39%
6	Total Operating Expenses	OpEx	36.90%	45.05%	18.05%
7	Full Time Positions	FTE	45.99%	54.01%	0.00%
8	Indirect Cost Allocation	Indirect	50.49%	49.51%	0.00%
9	Assets	Asset	5.64%	94.36%	0.00%

A **Community Development Department Salary Allocato**

	Employee	Community Development 2022 Salaries and Benefits	Allocation to Plan Review		Allocation to Inspection		Allocation to Other Direct Costs	
			Allocation	Allocated Salary	Allocation	Allocated Salary	Allocation	Allocated Salary
Chief Plans Examiner	Harrell, Robert	$ 98,054	100.00%	$ 98,054	0.00%	$ -	0.00%	$ -
Building Officia	Tischler, Allar	151,097	5.00%	7,555	5.00%	7,555	90.00%	135,988
Senior Permit Licensing Technician	Gunnlaugsson, Julie	56,550	50.00%	28,275	50.00%	28,275	0.00%	-
Deputy Building Officia	Green, Johnnie	118,231	12.50%	14,779	12.50%	14,779	75.00%	88,673
Building Inspector	Conley, Dennis	73,764	0.00%	-	100.00%	73,764	0.00%	-
Chief Inspector Residential Plans Examine	Pryor, Michael	85,818	100.00%	85,818	0.00%	-	0.00%	-
Permit Licensing Technician	McDermott, Michael	41,836	60.00%	25,102	30.00%	12,551	10.00%	4,184
Permit Licensing Technician	Thomason, Crystal	41,836	60.00%	25,102	30.00%	12,551	10.00%	4,184
Building Inspector	Weathers, Christopher	67,840	0.00%	-	100.00%	67,840	0.00%	-
Building Inspector	Lawton, William	79,825	0.00%	-	100.00%	79,825	0.00%	-
Building Inspector	Mccollum, Gregory	76,007	0.00%	-	100.00%	76,007	0.00%	-
Development Permit Technician	Boddie, Mia	50,309	50.00%	25,154	50.00%	25,154	0.00%	-
Operations Support Administrator	Open Position (Filled by Temp)	59,288	20.00%	11,858	0.00%	-	80.00%	47,431
Permit Licensing Technician	Open Position (Filled by Temp)	40,940	70.00%	28,658	20.00%	8,188	10.00%	4,094
Customer Service Representative	Open Position (Filled by Temp)	38,533	70.00%	26,973	30.00%	11,560	0.00%	-
Development Permit Manager	Open Position (Filled by Temp)	67,244	70.00%	47,071	20.00%	13,449	10.00%	6,724
Totals to Functional Departments and Allocation		$ 1,147,173	37.00%	$ 424,397	37.61%	$ 431,498	25.39%	$ 291,277

B **Total Operating Expenses**

	Cost	Allocation Basis	Plan Review	Inspection	Other
Totals	$ 2,682,396		$ 989,812	$ 1,208,303	$ 484,281
Percent of Total	100.0%		36.9%	45.0%	18.1%

C **Indirect Cost Allocation**

	Indirect Costs	Allocation Reference	Plan Review		Inspection	
			Allocation	Plan Review	Allocation	Inspection
Legislative	2,841	FTE	45.99%	$ 1,307	54.01%	$ 1,534
Admin	6,553	FTE	45.99%	3,014	54.01%	3,539
City Clerk	3,737	FTE	45.99%	1,719	54.01%	2,018
Public Relations	3,673	FTE	45.99%	1,689	54.01%	1,983
Finance	19,084	FTE	45.99%	8,778	54.01%	10,307
Customer Service	586	FTE	45.99%	269	54.01%	316
HR	10,876	FTE	45.99%	5,002	54.01%	5,873
Purchasing	-	Asset	5.64%	-	94.36%	-
City Attorney	4,165	Asset	5.64%	235	94.36%	3,930
IT-Admin	51,447	FTE	45.99%	23,663	54.01%	27,784
Bldg. Maint.	16,110	FTE	45.99%	7,410	54.01%	8,700
Facility Care	7,922	Asset	5.64%	447	94.36%	7,475
Planning	72,109	Plan Review	100.00%	72,109	0.00%	-
Economic Development	-	Revenue	0.00%	-	100.00%	-
Code Enforcement	1,408	Equal	50.00%	704	50.00%	704
Other Governmental	11,335	Equal	50.00%	5,668	50.00%	5,668
Community Development Director	84,255	BuildSal	37.00%	31,170	63.00%	53,085
Community Development Engineer	38,050	BuildSal	37.00%	14,077	63.00%	23,974
Senior Administrative Assistant	32,889	BuildSal	37.00%	12,167	63.00%	20,722
Civil Engineer	30,416	BuildSal	37.00%	11,252	63.00%	19,164
	$ 397,455			$ 200,679		$ 196,776
				50.49%		49.51%

D **Asset Listing**

	Asset Costs	Allocation Reference	Allocation	Plan Review	Allocation	Inspection
2022 Ford Expedition	52,405	Inspections	0.00%	-	100.00%	52,405
2015 Nissan Frontier	21,970	Inspections	0.00%	-	100.00%	21,970
2016 Ford F150	31,403	Inspections	0.00%	-	100.00%	31,403
2016 Ford F150	31,403	Inspections	0.00%	-	100.00%	31,403
2018 Ford F150	34,265	Inspections	0.00%	-	100.00%	34,265
2018 Ford F150	34,265	Inspections	0.00%	-	100.00%	34,265
2018 Ford F150	34,265	Inspections	0.00%	-	100.00%	34,265
HTE Software	2,176	FTE	45.99%	1,001	54.01%	1,175
Community Dev Software Fy06 (Zmi011)	6,218	FTE	45.99%	2,860	54.01%	3,358
Bldg Inspector/Code Software	3,725	FTE	45.99%	1,713	54.01%	2,012
Hp Design-Jet T830 36-In Multifunction Printer	1,452	FTE	45.99%	668	54.01%	784
Projector, Multimedia Plc-Xt35	1,452	FTE	45.99%	668	54.01%	784
Projector, Multimedia Plc-Xt35	1,654	FTE	45.99%	761	54.01%	893
Projector, Multimedia Plc-Xt35	1,130	FTE	45.99%	520	54.01%	610
Projector, Multimedia Plc-Xt35	2,008	FTE	45.99%	923	54.01%	1,084
Smart Board (Zmi016)	13,722	FTE	45.99%	6,311	54.01%	7,411
Totals				$ 15,426		$ 258,088
Percent of Total				5.64%		94.36%

Exhibit 5

City of Port Orange, Florida
Building Permit Fee Analysis

Fixed Asset Renewal and Replacement

Line No.		Original Cost [1]	Adjustments	As Adjusted	Fiscal Year in Service [1]	Assumed Service Life Years [1]	Estimated Years In Service (1/2-yr Conv.)	Est. Future Replacement Value	Annual Asset Replacement Accrual	Estimated Asset Repl. Funds	2023 Annual Accrual	Capital Replacement Reserve Balance				Capital Replacement Reserve Annual Deposits			
												Alloc Ref	Fund 2030	Fund 4000	Fund 6000	Alloc Ref	Fund 2030	Fund 4000	Fund 6000
1	Cost Escalator for Replacement Value / Prior to Test Year							10.00%		2022									
	Fixed Assets - Protective Services Department																		
	Vehicles																		
	Building Department Vehicles																		
2	2022 Ford Expedition	$ 52,405	$ -	$ 52,405	2022	5	0.5	$ 84,399	$ 16,880	$ 8,440	$ 16,880	Direct Building	$ -	$ -	$ 8,440	Direct Building	$ -	$ -	$ 16,880
3	2015 Nissan Frontier	21,970	-	21,970	2015	5	6.5	35,383	7,077	46,001	-	Direct Building	-	-	46,001	Direct Building	-	-	-
4	2016 Ford F150	31,403	-	31,403	2016	5	5.5	50,575	10,115	55,633	-	Direct Building	-	-	55,633	Direct Building	-	-	-
5	2016 Ford F150	31,403	-	31,403	2016	5	5.5	50,575	10,115	55,633	-	Direct Building	-	-	55,633	Direct Building	-	-	-
6	2018 Ford F150	34,265	-	34,265	2018	5	3.5	55,184	11,037	38,630	11,037	Direct Building	-	-	38,630	Direct Building	-	-	11,037
7	2018 Ford F150	34,265	-	34,265	2018	5	3.5	55,184	11,037	38,630	11,037	Direct Building	-	-	38,630	Direct Building	-	-	11,037
8	2018 Ford F150	34,265	-	34,265	2018	5	3.5	55,184	11,037	38,630	11,037	Direct Building	-	-	38,630	Direct Building	-	-	11,037
9	Subtotal Vehicles	239,976	-	239,976				386,484	77,298	281,594	49,991		-	-	281,594		-	-	49,991
	Other Fixed Assets																		
10	HTE Software	$ 4,758	$ -	$ 4,758	1991	10	30.5	12,340	1,234	37,637	-	Direct Building	-	-	37,637	Direct Building	-	-	-
11	Community Dev Software Fy06 (Zmi011)	30,000	-	30,000	2006	10	15.5	77,812	7,781	120,606	-	Direct Building	-	-	120,606	Direct Building	-	-	-
12	Bldg Inspector/Code Software	22,540	-	22,540	2016	10	5.5	58,463	5,846	32,153	5,846	Direct Building	-	-	32,153	Direct Building	-	-	5,846
13	Hp Design-Jet T830 36-In Multifunction Printer	7,160	-	7,160	2019	10	2.5	18,571	1,857	4,643	1,857	Direct Building	-	-	4,643	Direct Building	-	-	1,857
14	Projector, Multimedia Plc-Xt35	948	-	948	2008	10	13.5	2,458	246	3,321	-	Direct Building	-	-	3,321	Direct Building	-	-	-
15	Projector, Multimedia Plc-Xt35	948	-	948	2008	10	13.5	2,458	246	3,321	-	Direct Building	-	-	3,321	Direct Building	-	-	-
16	Projector, Multimedia Plc-Xt35	948	-	948	2008	10	13.5	2,458	246	3,321	-	Direct Building	-	-	3,321	Direct Building	-	-	-
17	Projector, Multimedia Plc-Xt35	948	-	948	2008	10	13.5	2,458	246	3,321	-	Direct Building	-	-	3,321	Direct Building	-	-	-
18	Smart Board (Zmi016)	6,831	-	6,831	2012	10	9.5	17,719	1,772	16,834	886	Direct Building	-	-	16,834	Direct Building	-	-	886
19	Subtotal Other Fixed Assets	75,080	-	75,080				194,737	19,474	225,156	8,589		-	-	225,156		-	-	8,589
	Test Year Period Capital Expenditures																		
20	Software	$ -	$ -	$ -	2023	10	0.5	$ -	$ -	$ -	$ -	Direct Building	$ -	$ -	$ -	Direct Building	$ -	$ -	$ -
21	Machinery & Equipment (Operating Budget Capital)	-	-	-	2023	5	0.5	-	-	-	-	Direct Building	-	-	-	Direct Building	-	-	-
22	Additional Vehicle	-	-	-	2023	5	0.5	-	-	-	-	Direct Building	-	-	-	Direct Building	-	-	-
23	Placeholder	-	-	-	2022	10	0.5	-	-	-	-	Direct Building	-	-	-	Direct Building	-	-	-
24	Placeholder	-	-	-	2022	10	0.5	-	-	-	-	Direct Building	-	-	-	Direct Building	-	-	-
25	Placeholder	-	-	-	2022	10	0.5	-	-	-	-	Direct Building	-	-	-	Direct Building	-	-	-
26	Subtotal Current Period Capital Expenditures	-	-	-				-	-	-	-		-	-	-		-	-	-
27	Total Fixed Assets and Capital Expenditures	$ 315,056	$ -	$ 315,056				$ 581,221	$ 96,772	$ 506,750	$ 58,580		$ -	$ -	$ 506,750		$ -	$ -	$ 58,580

[1] Amounts shown derived from City fixed asset listing.

Exhibit 6

City of Port Orange, Florida
Building Permit Fee Analysis

Projected Test Year Fund Balance and Investment Income Determination

Line No.	Description	Fiscal Year Ending September 30, Historical 2022	2023
	TEST YEAR ESTIMATED EOY FUND BALANCE SUMMARY:		
1	Operating Reserves	$ 4,237,368	$ 3,460,811
2	Capital Replacement Reserve	506,750	567,830
3	Total Projected Ending Balance	$ 4,744,118	$ 4,028,641
	BY FUND CASH INFLOWS AND OUTFLOWS:		
	Operating Reserves		
4	Beginning Balance		$ 4,237,368
	Transfers In:		
5	Operations - Programmed Transfers In		$ -
6	Operations - Surplus / (Deficiency)		(779,276)
7	Programmed Rate Increase		-
8	Subtotal		$ (779,276)
	Transfers Out:		
9	Operations - Programmed Transfers Out		$ -
10	Additional Deposits to Capital Reserve Account		-
11	Programmed Rate Decrease		16,481
12	Subtotal		$ 16,481
13	Rate Design Variance - Surplus / (Deficiency)		$ -
14	Interest Rate		0.50%
15	Interest Income		19,200
16	Ending Balance		$ 3,460,811
17	Target Operating Reserve Balance		$ -
18	Amount Greater or (Lesser) than Reserve Balance		$ 3,460,811
	Capital Replacement Reserve		
19	Beginning Balance		$ 506,750
	Revenues / Transfers In:		
20	Transfers In From Operating Reserves		$ -
21	Transfer In from Operations		58,580
22	Total Transfers In		$ 58,580
	Expenditures / Transfers Out		
23	Transfers Out Capital Expenditures		$ 0
24	Interest Rate		0.50%
25	Interest Income		2,500
26	Income Restricted to Reserve	No	0
27	Ending Balance Capital Replacement Reserve		$ 567,830
	Total Test Year Interest Income		
28	Unrestricted and Allocated to Rate Development		$ 21,700
29	Restricted and Not Allocated to Rate Development		0
30	Total Interest Income		$ 21,700

Reflects Operating Expenses in Prior Years allocated on same basis as the Test Year Operating Expenses as summarized below:

	Total Operating Expenses 2019	2020	2021	2022	Average
Community Development Department					
Total Cost Center Expenses	$ 1,579,710	$ 1,610,223	$ 1,876,715	$ 2,173,464	$ 1,810,028
Amount Allocated to Builders Services	1,579,710	1,610,223	1,876,715	2,173,464	1,810,028
Percent of Total	100.00%	100.00%	100.00%	100.00%	
Total of All Recognized Funds					
Total Cost Center Expenses	$ 1,579,710	$ 1,610,223	$ 1,876,715	$ 2,173,464	$ 1,810,028
Amount Allocated to Builders Services	1,579,710	1,610,223	1,876,715	2,173,464	1,810,028
Percent of Total	100.00%	100.00%	100.00%	100.00%	100.00%

Exhibit 7

City of Port Orange, Florida
Building Permit Fee Analysis

Determination of Target Revenue Requirements to be Recovered from Building Permit Fees

Line No.	Description		2023
1	Total Operating Expenses [1]	$	2,682,396
	Other Revenue Requirements		
2	Programmed Transfer to Operating Reserve	$	-
3	Transfer to Capital Replacement Reserve [2]		58,580
4	Capital Improvements Funded from Rates		-
5	Total Other Revenue Requirements	$	58,580
6	Gross Revenue Requirements	$	2,740,976
	Less Income and Funds from Other Sources:		
7	Other Operating Revenues [3]		40,000
8	Unrestricted Interest Income [3]		21,700
9	Programmed Transfer from Operating Reserve		-
10	Subtotal Other Operating Revenues	$	61,700
11	Net Revenue Requirements	$	2,679,276
	Revenues from Proposed Building Permit Fees:		
12	Rate Revenues From Existing Building Permit Fees [4]		1,900,000
13	Plan Review and Permit (Inspection) Fees	$	1,900,000
14	Rate Revenue Surplus / (Deficiency) Before Use of Surplus Reserves	$	(779,276)
	Available Fund Balance before Revenue Requirement Adjustment		
15	Total Estimated Beginning Cash Operating Reserves (With Surplus)	$	4,237,368
16	Operating Reserve Target Balance	$	1,810,028
17	Funds Available for Application Toward Rates	$	2,427,340

[1] Amounts shown derived from Exhibit 2.
[2] Amounts shown derived from Exhibit 5.
[3] Amounts shown includes investment income of available operating reserve fund balances and other miscellaneous income realized by the special revenue fund.
[4] Amounts shown derived from Exhibit 1 and assumes revenues derived from the plan review and permit (Inspection) fees that are in addition to the Miscellaneous Service Fee revenues.

Exhibit 8

City of Port Orange, Florida
Building Permit Fee Analysis

Revenue Requirements, Permit Fee Level, and Fund Balance Forecast

Line No.	Description	Fiscal Year ending September 30 2023	2024	2025	2026	2027	2028
	Operating Expenses						
	Total Operating Expenses	$ 2,382,396	$ 2,430,100	$ 2,478,800	$ 2,528,400	$ 2,579,000	$ 2,630,600
	Other Revenue Requirements						
1	Transfer to Operating Reserve	$ -	$ -	$ -	$ -	$ -	$ -
2	Transfer to Capital Reserve	58,580	58,580	58,580	58,580	58,580	58,580
3	Capital Improvements Funded from Rates	-	-	-	-	-	-
4	Total Other Revenue Requirements	$ 58,580	$ 58,580	$ 58,580	$ 58,580	$ 58,580	$ 58,580
5	Gross Revenue Requirements	$ 2,440,976	$ 2,488,680	$ 2,537,380	$ 2,586,980	$ 2,637,580	$ 2,689,180
	Less: Income and Funds from Other Sources						
6	Other Operating Revenue	$ 35,291	$ 35,291	$ 35,291	$ 35,291	$ 35,291	$ 35,291
7	Unrestricted Interest Income	21,700	18,800	16,100	13,200	10,100	6,600
8	Transfers from Operating Reserves	0	0	0	0	0	0
9	State Surcharge Revenues	4,709	4,709	4,709	4,709	4,709	4,709
10	Subtotal Other Sources	$ 61,700	$ 58,800	$ 56,100	$ 53,200	$ 50,100	$ 46,600
11	Net Revenue Requirements	$ 2,379,276	$ 2,429,880	$ 2,481,280	$ 2,533,780	$ 2,587,480	$ 2,642,580
12	Plan Review and Permit (Inspection) Fees	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000
13	Target Rate Revenue During Cash Repayment Period	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000
14	Rate Increase Recognized	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
15	Adjusted Rate Revenue During Cash Repayment Period	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000	$ 1,900,000
16	Rate Revenue Surplus / (Deficiency)	$ (479,276)	$ (529,880)	$ (581,280)	$ (633,780)	$ (687,480)	$ (742,580)
17	Targeted Rate Revenue Adjustment (Information Only)	$ -	$ -	$ -	$ -	$ -	$ -
	Available Fund Balance before Revenue Requirement Adjustment						
18	Total Estimated Beginning Cash Operating Reserves	$ 4,237,368	$ 3,758,092	$ 3,228,211	$ 2,646,931	$ 2,013,151	$ 1,325,671
19	Rebate to Builders - One Time Cash Rebate	$ -					
20	Reclassification of Capital Funds to Operating Reserves	-	-	-	-	-	-
21	Total Estimated Beginning Cash Operating Reserves	$ 4,237,368	$ 3,758,092	$ 3,228,211	$ 2,646,931	$ 2,013,151	$ 1,325,671
22	Operating Reserve Target Balance	1,810,000	2,010,700	2,215,700	2,366,200	2,454,900	2,504,100
23	Funds Available for Application Towards Rates	$ 2,427,368	$ 1,747,392	$ 1,012,511	$ 280,731	$ -	$ -
24	Beginning Fund Balance	$ 4,237,368	$ 3,758,092	$ 3,228,211	$ 2,646,931	$ 2,013,151	$ 1,325,671
25	Change in Fund Balance	(479,276)	(529,880)	(581,280)	(633,780)	(687,480)	(742,580)
26	Rate Adjustment to Maintain Target Fund Balance	0	0	0	0	0	0
27	Ending Fund Balance	$ 3,758,092	$ 3,228,211	$ 2,646,931	$ 2,013,151	$ 1,325,671	$ 583,091
28	Target Fund Balance	$ 1,810,000	$ 2,010,700	$ 2,215,700	$ 2,366,200	$ 2,454,900	$ 2,504,100
	Ending Balance Equal to or Greater than Target Fund Balance	Yes	Yes	Yes	No	No	No
29	Estimated Deposit to Meet Target Fund Balance Requirement	$ -	$ -	$ -	$ 353,049	$ 1,129,229	$ 1,921,009
30	Rate Increase to Maintain Fund Balance	0.00%	0.00%	0.00%	18.58%	59.43%	101.11%
	Operating Reserve Target Balance						
31	Current Year	$ 2,382,396	$ 2,430,100	$ 2,478,800	$ 2,528,400	$ 2,579,000	$ 2,630,600
32	Prior Year	$ 2,173,464	$ 2,382,396	$ 2,430,100	$ 2,478,800	$ 2,528,400	$ 2,579,000
33	2-Years Ago	$ 1,876,715	$ 2,173,464	$ 2,382,396	$ 2,430,100	$ 2,478,800	$ 2,528,400
34	3-Years Ago	$ 1,610,223	$ 1,876,715	$ 2,173,464	$ 2,382,396	$ 2,430,100	$ 2,478,800
35	4-Years Ago	$ 1,579,710	$ 1,610,223	$ 1,876,715	$ 2,173,464	$ 2,382,396	$ 2,430,100
36	4-Year Average (rounded)	$ 1,810,000	$ 2,010,700	$ 2,215,700	$ 2,366,200	$ 2,454,900	$ 2,504,100

Exhibit 9

City of Port Orange, Florida
Building Permit Fee Analysis

Proposed Building Permit Fee Analysis

Line No.	Permit Type	Estimated Average Per Permit Revenue	5 Year Average Permit Activity	Assumed Permit Activity	Rev Generated	2022 Permit Activity	2022 Rev Generated	Variance
		Proposed Rate						
1	Minimum Permit	$ 50.00						
2	Construction Value	0.80%						
3	Electrical - Commercial	$ 73.13	51.00	50	$ 3,656.56	50.00	$ 5,098.23	$ (1,441.67)
4	Electrical - Residential	$ 53.54	219.00	220	$ 11,777.80	234.00	$ 12,173.25	$ (395.45)
5	Gas - Commercial	$ 50.00	3.00	5	$ 250.00	2.00	$ 180.00	$ 70.00
6	Gas - Residential	$ 56.62	51.00	50	$ 2,830.97	41.00	$ 2,422.00	$ 408.97
7	Mechanical - Commercial	$ 114.19	69.00	70	$ 7,993.17	79.00	$ 8,426.48	$ (433.31)
8	Mechanical - Residential	$ 63.66	1,092.00	1100	$ 70,025.33	1,065.00	$ 53,298.04	$ 16,727.29
9	Plumbing - Commercial	$ 62.77	15.00	15	$ 941.60	16.00	$ 1,440.00	$ (498.40)
10	Plumbing - Residential	$ 54.18	188.00	190	$ 10,294.47	190.00	$ 9,611.98	$ 682.49
11	Total		1,688	1,700	$ 107,769.91		$ 94,671.98	$ 15,119.93

Exhibit 10

City of Port Orange, Florida
Building Permit Fee Analysis

Private Provider Discount Credit Calculation

Line No.	Description	Summary: Standard Process	Summary: Private Provider Process	Summary: Difference	Summary: Percent Reduction
1	Plan Review - Residential	60.00	12.00	(48)	(80.0%)
2	Inspections - Residential	215.00	37.00	(178)	(82.8%)
3	Total - Residential	275	49	(226)	(82.2%)
4	Plan Review - Commercial	770.00	127.00	(643)	(83.5%)
5	Inspections - Commercial	380.00	42.00	(338)	(88.9%)
6	Total - Commercial	1,150	169	(981)	(85.3%)
7	**Residential and Commercial Total**				
8	Plan Review	(81.8%)			
9	Inspections	(85.9%)			
10	Total	(83.7%)			

January 29, 2024

Mr. Jonathan McKinney
Finance Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: 2023 Building Fee Study – Revised Permit Fee

Dear Mr. McKinney:

The City recently requested Raftelis to update the proposed permit fee as some of the key assumptions made during our recent study have materially changed. The analysis that follows utilized the most recent Fiscal Year's (Fiscal Year 2023) average construction valuation per permit issued and was used as a baseline in projecting future permit fee revenue. Raftelis also compared the new forecasted revenue using the Fiscal Year 2023 construction costs to the prior studies revenues to see variance. Due to construction valuation amounts in FY23 being significantly higher than forecasted due to higher inflation, labor, and material costs the bill impacts to customers were significantly higher than forecasted. Therefore, Raftelis has recommended a revised permit fee which will reduce revenues in keeping with the City's goal to reduce the Building Departments cash reserves as required by Florida Statutes.

Thank you for the opportunity to assist the City of Port Orange with this study, and the time you and your staff made available to assemble data and discuss the study elements.

Very truly yours,
Raftelis

Henry Thomas
Vice President

Mark Tuma
Manager

Revised Building Fee Structure Modification

The City recently requested that Raftelis analyze the possibility of condensing and simplifying the rate structure for key building permit fee structures. Those permit fees are electrical, plumbing, mechanical, and gas. These permits are some of the most commonly used permit fees within the City. The result from the analysis was to simplify the fee structure and proposed a permit fee of $50 plus .8% of the valuation for those key permit fees. The development of the proposed rates and fees was based on: i) an analysis of the anticipated Test Year building construction activity for the City and ii) a review and comparison of the fees charged by neighboring local governments. Raftelis reviewed four years of historical permit activity within the City to develop an average baseline activity level for each of the permits. The goal of the rate structure change was to simplify and condense as well as be revenue neutral to customers. Recent end of year data for Fiscal Year 2023 showed the construction valuation amounts have been higher than forecasted due to higher inflation, labor, and material costs. This resulted in, the proposed permit fees are generating higher revenue than originally forecasted and is not a revenue neutral change for customers. To offset the increase in construction valuation but still recover the cost of providing service we have revised the permit fee to no longer include a $50 base fee and instead the fee will be 0.8% of the construction valuation with a $50 minimum. The proposed permit fee revenue was originally forecasted at approximately $107K but with the increases in construction value it would now be forecasted at approximately $202K. Under the revised permit fee, the $50 base fee will be eliminated, and the total revenue will be $117K which brings the revenues more in line with our original forecast. This analysis in more detail can be found on Exhibit 1 and 2. The current and proposed rates from the analysis are shown below.

Summary of Key Permit Fees			
Permit Type	**Fee Description**	**Proposed Amount**	**Revised Amount**
Electrical Permit	All Electrical Permits	$50 plus 0.8% of the documented electric valuation, $50 minimum	0.8% of the documented electric valuation, $50 minimum
Plumbing Permits	All Plumbing Permits	$50 plus 0.8% of the documented plumbing valuation, $50 minimum	0.8% of the documented plumbing valuation, $50 minimum
Mechanical Permits	All Mechanical Permits	$50 plus 0.8% of the documented mechanical valuation, $50 minimum	0.8% of the documented mechanical valuation, $50 minimum
Gas Permits	All Gas Permits	$50 plus 0.8% of the documented gas valuation, $50 minimum	0.8% of the documented gas valuation, $50 minimum

RESOLUTION NO. 24-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED BUILDING PERMIT AND BUILDING PERMIT RELATED FEES; ESTABLISHING MINIMUM AND MAXIMUM FEES; ESTABLISHING PERMIT FEES FOR NEW BUILDINGS AND ADDITIONS; ESTABLISHING FEES FOR ELECTRICAL AND LOW-VOLTAGE WIRING WORK; ESTABLISHING FEES FOR GAS WORK; ESTABLISHING FEES FOR MECHANICAL WORK; ESTABLISHING FEES FOR PLUMBING WORK; MISCELLANEOUS PERMITS AND SERVICES; ESTABLISHING FEES FOR UNSPECIFIED WORK; ESTABLISHING EARLY START FEES FOR WORK UNDERTAKEN PRIOR TO ISSUANCE OF A BUILDING PERMIT; ESTABLISHING APPLICATION FEES; ESTABLISHING TEMPORARY USE PERMIT FEES; ESTABLISHING PLAN RESUBMITTAL REVIEW FEES; ESTABLISHING PLAN REVIEW FEES; ESTABLISHING PLAN MODIFICATION FEES; ESTABLISHING MASTER FILE-RELATED FEES; ESTABLISHING FEES FOR NON-ROUTINE INSPECTIONS; ESTABLISHING FEES FOR CLOSEOUT OF EXPIRED PERMITS; ESTABLISHING PERMIT RENEWAL FEES; ESTABLISHING PERMIT REPLACEMENT FEES; ESTABLISHING PERMIT FEE REFUND SCHEDULE; ESTABLISHING PRIVATE PROVIDER PLAN REVIEW AND INSPECTION FEES; ESTABLISHING FEES FOR FIRE DEPARTMENT; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.222, Florida Statutes (2023), authorizes the governing body of a municipality to provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of the municipal building code; and

WHEREAS, Article III, Chapter 14 of the Code of Ordinances, City of Port Orange, Florida, provides for the establishment of building and related permit fees by resolution of the City Council; and

WHEREAS, City Council commissioned a building permit and building permit related fees study performed by Raftelis Financial Consultants, Inc. and has determined, based on that study, that the rates reflected herein are necessary to defray the costs of inspections and enforcement of the City's building code, and are adequate in allocating the costs of processing applications, reviewing plans, and providing inspection services.; and

WHEREAS, the City of Port Orange Building Official has reviewed and recommended approval of the fees proposed in this resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

Section 1: Pursuant to Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida (hereinafter the "Code"), the following fees are established as minimum and maximum amounts for any building or building related permit or service provided herein:

Minimum fee:	Residential	$ 50.00 unless otherwise specified in this resolution
	Commercial	$ 90.00 unless otherwise specified in this resolution

Maximum fee: No limit unless otherwise specified in this resolution

Section 2: Pursuant to Section 14-47 of the Code, building permit fees shall be as noted herein unless specifically provided for otherwise by Resolution.

(a) Fees for new construction or additions shall be based on an estimated value of construction using the most current edition of Building Valuation Data published by International Code Council, Inc. or as otherwise specifically provided by this Resolution. (Applicable copy of Building Valuation Data shall be available for inspection and review at all times in the building department or it can be viewed online at http://www.iccsafe.org/cs/Pages/BVD.aspx. Fees for work not specifically covered by this Resolution shall be based on a reasonable cost estimate for work that includes labor and material. In those instances in which the Building Valuation Data for any individual commercial structure or the total value of all structures in a unified project exceeds THREE MILLION NINE HUNDRED THOUSAND DOLLARS ($3,900,000.00), the Building Official may consider a verified construction contract, when calculating the value of construction. The contractor shall provide such verification as the Building Official may require, including the written contract between the contractor and owner, construction loan documents, reasonable cost estimate for the work prepared and signed by another qualified contractor and affidavits of the contract parties. The Building Official shall be authorized to determine the valuation based on the above referenced data, which shall be maintained as justification for the decision. The Building Official's written determination of the valuation shall be reviewed and signed by the Administrative Official.

Building permit fees shall be calculated as follows:

0.95% of the documented construction value

(b) All areas under roof according to type of construction and occupancy classification shall be used to estimate a value of construction when such value is based on the Building Valuation Data published by International Code Council, Inc.

(c) All accessory structures shall fall under the Utility Occupancy listing in Building Valuation Data for purposes of estimating a value of construction. Fees for tenant build-outs in shell buildings shall be calculated at the greater of an estimated value of construction using 20% of the listing in Building Valuation Data that is relevant to occupancy and type of construction or the percentage of the applicant's estimated cost as set forth in Section 2(a) of this Resolution, whichever is greater, unless noted otherwise in this Resolution or determined otherwise by the Building Official. The applicant may provide contract documents showing the actual value of construction.

(d) For those types of structures which are not covered by the Building Valuation Data published by the International Code Council, Inc., valuations shall be based on the contractor's cost estimate subject to subsection (e).

(e) In those instances in which valuation is based on the contractor's estimated costs, the contractor shall provide such verification as the Building Official may require, such as the written contract

between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the valuation based on value of construction of the proposed work.

Section 3: Pursuant to Section 14-47 of the Code, the following permit fees are established for electrical or low-voltage wiring work:

Residential 0.8% of the documented electrical or low-voltage work valuation

Commercial 0.8% of the documented electrical or low-voltage work valuation

The valuation shall be based on the contractor's estimated costs; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 4: Pursuant to Section 14-47 of the Code, the following permit fees are established for the installation of fuel gas piping systems and utilization equipment:

Residential 0.8% of the documented gas work valuation

Commercial 0.8% of the documented gas work valuation

The valuation shall be based on the contractor's estimated costs; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 5: Pursuant to Section 14-47 of the Code, the following permit fees are established for mechanical work:

Residential 0.8% of the documented mechanical work valuation

Replacement of Equipment (No change to duct system): $50.00

Commercial 0.8% of the documented mechanical work valuation

The valuation shall be based on the contractor's estimated costs; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 6: Pursuant to Section 14-47 of the Code, the following permit fees are established for plumbing work.

Residential 0.8% of the documented plumbing work valuation

Commercial 0.8% of the documented plumbing work valuation

The valuation shall be based on the contractor's estimated costs; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 7: Pursuant to Section 14-47 of the Code, the following fees are established for miscellaneous permits and services not otherwise covered in this resolution.

(a) Fees shall be based on the following to the extent listed:

Type of Permit of Service	**Fee**
Archival Surcharge on all permits (defray cost of record retention)	$5.00 surcharge in addition to permit fee
Application Fee – Residential (Applied to new homes or additions) The application fee is non-refundable and is due at time of application submittal.	$100.00
Application Fee – Commercial (Applied to new commercial buildings, additions and tenant build-outs) The application fee is non-refundable and is due at time of application submittal.	$200.00
Demolition (or partial removal of building or structure)	$0.15 per square foot of structure footprint under roof
Fence Permits (Residential only)	$30.00 plus $0.10 per lineal foot over 100 feet
Fuel Tanks or Pumps	$50.00 per tank or pump
Mobile/Manufactured Home or Modular Building Set-up (includes electrical, plumbing, and mechanical)	$500.00 per unit
Moving Structure	$465.00 per structure
Roof/Re-Roof Permit	$125.00 or $4.00 per square, whichever is greater
Temporary tents	$65.00
Signage	0.95% of the documented construction value
Florida Surcharge Fee DBPR (charged in accordance with F.S. 553.721, as may be amended)	1% of building permit fee, or $2 minimum
Florida Surcharge Fee DBPR (charged in accordance with F.S. 553.721, as may be amended)	1.5% of building permit fees, $2 minimum

(b) Other kinds of miscellaneous permits and services, which by ordinance may be the subject of a separate fee and not listed above, shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimated costs; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 8: Pursuant to Paragraph 14-47(c)(3) of the Code, the following fees are established for early start permits prior to issuance of a building permit:

Type of Structure	**Fee**
Single-Family or Two-Family Dwelling	$100.00
Commercial (or residential buildings other than single-family or 2-family dwellings.)	$200.00

Section 9: Pursuant to Paragraph 14-47(c)(9) of the Code, the following fees are established for temporary use permits for commercial buildings:

Time Period	**Fee**
First 30 days	$200.00
Each additional day beyond 30	$50.00 per day

Section 10: Pursuant to Section 14-48 of the Code, the following penalty fee is established in addition to the applicable permit fee:

For any work commenced prior to issuance of a building permit or building related permit, the penalty fee shall be twice the applicable permit fee for any work commenced without a permit that would otherwise require a permit. The penalty fee shall be waived for emergency work if the work was required to prevent or minimize property damage or a life safety hazard caused by a natural phenomenon and the building department was closed for business at the time of the emergency, provided that the required permit is applied for as soon as practicable thereafter.

Section 11: Pursuant to Section 14-49 of the Code, the following fees are established for plan resubmittal and shall be paid at the time of resubmittal:

Type of Resubmittal	**Fee**
Residential	0.01% of the documented construction value or a minimum $50.00, whichever is greater
Commercial	0.01% of the documented construction value or a minimum $100.00, whichever is greater

Section 12: Pursuant to Section 14-49 of the Code, fee for review of plan modifications shall be as follows and shall be paid prior to the issuance of the permit:

Type of Modification	**Fee**
Residential	$50.00
Commercial	$100.00

Section 13: Pursuant to Section 14-47(9) of the Code, the following plan submittal/review fees are established for the review and establishment of master files:

Type of Structure of Component	**Fee**
Single-Family or Two-Family Dwelling	$100.00 per model
Accessory Structures and/or Building Components (Includes among others, garages, sheds, swimming pools, doors, and shutters.)	$50.00 per structure or component

Section 14: Pursuant to Section 14-50 of the Code, the following fees are established for non-routine inspections and shall be paid at the time of scheduling the after-hours inspections:

(a) For after-hours inspections:

Time of Inspection	**Fee**
Before 7.00 a.m. or after 3:30 p.m. on weekdays	$80.00 per hour, with a minimum of 2 hours.
Saturday, Sunday or Holiday	$80.00 per hour, with a minimum of 4 hours.

(b) For reinspections:

Reinspection Sequence	**Fee**
First Reinspection	$50.00
Second Reinspection	$100.00
Third or Subsequent Reinspection	$200.00 (Third or subsequent inspection for same code violation or noncompliance shall be charged a penalty fee equal to 4 times the applicable inspection fee in accordance to Section 553.80 of the Florida Statutes).

Section 15: Pursuant to Section 14-51 of the Code, the following fees are established for closeout of expired permits.

Type of Building or Structure	**Fee**
Building or Addition	$250.00
Pool (In-Ground)	$120.00

Other Work of Improvement	$50.00

Section 16: Pursuant to Section 14-52 of the Code, the following fee is established for permit renewals:

Permit Renewal (90-day extension prior to permit expiration).	$50.00

Section 17: Pursuant to Section 14-52 of the Code, a fee is established for replacement of a permit that expired less than 180 days prior to application for reissuance. The permit replacement fee shall be $50.00 for a permit that has been expired for less than 180 days. Permits which have been expired for more than 180 days shall be required to be replaced with a new application and will be subject to all current codes and fees with no credit being given for permit fees paid previously.

Section 18: Pursuant to Section 14-53 of the Code, when the permit holder withdraws the application, fees paid for building permits shall be refunded as follows.

Time of Request for Refund	**Refund (No refund shall be given for the fees noted below unless permit was issued in error by the building department.)**
After issuance of permit and before commencement of work.	80% (Provided permit was issued within the 6 month immediately preceding request.)
After commencement of work and before 1st inspection	75% (Provided permit was issued within the 6 months immediately preceding request and all work included in scope of work and already performed on site is removed.)
Permit issued for 181 days or longer, regardless of stage of construction.	No refund.

Section 19: Pursuant to Chapter 553 of the Florida Statutes, the City must allow an applicant to use a private provider to provide plan review and/or building code inspection services required for the permitting process and shall make payment directly to the private provider for the provision of such services. A permit applicant may elect to use a private provider to provide plans review or required building inspections, or both.

Use of a Private Provider for	**Fee Amount**
Residential or Commercial Plan Review Services	18% of the calculated building permit fee or a Minimum Permit Fee of $50.00, whichever is greater

Residential or Commercial Inspection Services	14% of the calculated building permit fee or Minimum Permit Fee of $50.00, whichever is greater
Residential or Commercial Plan Review and Inspection Services	16% of the calculated building permit fee or Minimum Permit Fee of $50.00 whichever is greater.

Section 20: Pursuant to Section 14-47 of the Code, the following fees are established for Fire Department plan review and permitting:

Plan review for new buildings (or structures) and tenant build-outs.

Area (Square Feet)	**Fee**
Less than 20,000	$60.00
20,001 – 30,000	$90.00
30,001 – 40,000	$120.00
40,001 – 50,000	$150.00
50,001 – 60,000	$180.00
60,001 – 70,000	$210.00
70,001 – 80,000	$240.00
80,001 – 90,000	$270.00
90,001 – 100,000	$300.00
Greater than 100,000	$300.00 plus $60.00 per additional 10,000 square feet (or portion thereof) above 100,000 square feet

Annual or Special Permits

Type of Permit	**Fee**
Explosives, blasting agents, ammunition, and temporary consumer sparkler sales that are approved by the State Fire Marshal	$100.00
Storage or use of flammable or combustible liquids within the scope of NFPA 30, NFPA 30A and/or NFPA 30B	$25.00
Storage or use of LPG within the scope of NFPA 58	$25.00

Storage or use of flammable or combustible finishes.	$25.00
Hazardous uses not specified by this schedule	$25.00
Tire rebuilding plant	$25.00
Wrecking or junk yard	$25.00
Compressed gases	$25.00
Open Commercial Burning	$60.00 per day

Fire Hydrant Flow Tests

Avalilable fire flow: $60.00 plus $15.00 per hydrant.

Final approval of subdivision or site: $60.00 plus $15.00 per hydrant.

Special Plan Review, Inspections, and Testing

Fire suppression or fire sprinkler systems.

0 to 100 heads: $135.00

101 or more heads: $135.00 plus $0.20 per head over 100.

Standpipe Systems: $150.00 per system plus $3.00 per outlet.

Hood Extinguishing Systems or Paint Booths: $75.00 per system.

Reinspections. $25.00 per inspection.

Fuel Tank: $90.00 for 1St tank plus $50.00 per additional tank.

Fire Alarm Systems

10,000 square feet or less: $75.00

More than 10,000 square feet: $75.00 plus $10.00 per 1000 sq. ft. (or portion thereof).

Section 21: Notwithstanding the date of adoption of this Resolution by City Council, the fees established herein shall become effective on April 1, 2024.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L Fenwick, MMC, City Clerk

Passed and adopted on the _____ day of March, 2024

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

RESOLUTION NO. 24-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REVISING CHARGES AND FEES FOR COMMUNITY DEVELOPMENT ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange has approved Ordinance No. 1990-33, the Land Development Code, which implements the provisions of the adopted Comprehensive Plan; and

WHEREAS, the Land Development Code authorizes various fees for applications relating to permits, public hearings, and other administrative actions; and

WHEREAS, the City staff has reviewed and recommended approval of the fees set forth in this resolution as a fair and accurate representation of the costs incurred for processing the various applications for administrative action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby adopts the following fees:

"ABC" Tree and Vegetation Removal Permits (Ch. 3, Sec. 5, Land Dev. Code):

Included as part of Site Plan Application Fee

$125 for sites not under subdivision/site development permits

Annexations (Ch. 3, Sec. 1 Land Dev. Code):

$1,100* Per application

*Plus actual cost of legal advertising

Appeals (Technical and Procedural) (Ch. 3, Sec 7.1, Land Dev. Code):

$100

Minor Engineering Permits (Ch. 9, Sec 2, 3, and 10 and Ch. 10, Sec. 2(a), Land Dev. Code):

3.25% of est. construction cost or $100, whichever is greater - sites 3 acres or less

2.25% of est. construction cost or $500 whichever is greater. - sites larger than 3 acres

Comprehensive Plan/Future Land Use Amendments (Ch. 3, Sec. 7, Land Dev. Code):

$2,500*- Small Scale Amendment per application

$3,000*- Large Scale Amendment per application

*Plus actual cost of all legal advertisement

Concurrency Review (Ch. 4, Sec. 5, Land Dev. Code)

Included as part of Site Plan Application Fee

$1,700 or Actual Cost of Consultant Review Fees when conducted separately from site plan or subdivision review, whichever is greater.

Conditional Uses (Ch. 18, Sec. 1, Land Dev. Code)

$450*

*Plus actual cost of legal advertisement

Development Order Extensions (Ch. 3, Sec. 4, Land Dev. Code):

$300

Development Order Modifications (Ch. 3, Sec 4, Land Dev. Code):

$300

Development Permit Extensions (Ch. 3, Sec. 4, Land Dev. Code):

$300

Development of Regional Impact (DRI's) (Ch. 3, Sec. 1, Land Dev. Code):

$15,000*

*Plus consultant review fees and actual cost of legal advertising

Easement/Street Vacations (Ch. 3, Sec. 1, Land Dev. Code):

$250

Flood Zone Determination Letter

$0

Resubmittals after SDRC for a Development, Site, or Subdivision Application (Ch. 3, Sec. 3, Land Dev. Code):

First resubmittal is included in base application fee

$500 -Second resubmittal after SDRC

$1 ,000 Third resubmittal after SDRC

$1,500 Fourth resubmittal after SDRC

$2,000 Fifth and each subsequent resubmittal after SDRC

$300 - 60-day Resubmittal deadline extension. A maximum of two 60-day extensions for resubmittal deadlines is permitted by the LDC.

Landscape License Agreements (Ch. 58, Sec. 58-41, Code of Ordinances)

$75

Land Development Text Amendments (Ch. 3, Sec. 7, Land Dev. Code):

$6,000*

*Plus actual cost of legal advertising

Rezonings (Ch. 3, Sec. 7, Land Dev. Code):

$3,000* Standard Rezoning per application

*Plus actual cost of legal advertising

PUD/PCD Master Development Agreement (MDA) and Concept Development Plan (CDP) (Ch. 17, Sec. 17 & 18, Land Dev. Code):

$8,500* PUD/PCD Rezoning (Includes MDA and CDP) per application

$6,500* - MDA & CDP Restatement

$6,500* - MDA & CDP Amendment

$4,500* - MDA Amendment only

$4,500* CDP Amendment only

*Plus the actual cost of legal advertising

PC-A/PC-R Master Development Agreement (MDA) and Concept Development Plan (CDP) (Ch. 17, Sec. 29 & 30, Land Dev. Code):

$6,500* - Establish an MDA & CDP per application

$6,500* - MDA & CDP Restatements

$6,500* - MDA & CDP Amendment

$4,500* - MDA Amendment only

$4,500* - CDP Amendment only

Pre-Construction Meetings (Ch. 3, Sec 5, Land Dev. Code):

First Pre-Construction Meeting - Included as part of the site plan or subdivision application fee.

$300 - Additional Pre-Construction Meeting

Final Site Development Plans (Ch. 3, Sec. 3, Land Dev. Code):

$4,000 - Minor Site plan

$500 – Modification to approved site plan three years old or less

$1,000 - Modification to approval site plan three years old or more

$4,500 - Major site plan

Expedited Review (Premium Paid Service) - Double Fee

Site Plan Inspection Fee (Ch. 3, Sec. 6, Land Dev. Code)

3.25% of estimated construction cost for all code required improvements for sites 5 acres or less or 2.25% of estimated construction cost for all code required improvements for sites over 5 acres.

In addition, weekend or holiday work (only those holidays observed by the City of Port Orange), if allowed and approved by the City, shall require special payment to the City at least 48 hours in advance of the requested work date. Payment shall be $100.00 per hour with a six (6) hour minimum, regardless of the length of time actually worked.

Final Site Reinspections or Multi-phase Final Site Inspections (Ch. 3, Sec. 6, Land Dev. Code)

$500.00 for each inspection beyond the Final Inspection and first Reinspection for the entire project.

Sidewalk Sales & Special Events & Block Party (Ch 18, Article IV and Ch 58, Article III, Code of Ordinances)

$25 - Sidewalk Sales

$25 - Block Party

$100 - Minor Special Events (Repeat Special Events not in conjunction with a regional event may receive 50% reduction in fee)

$300 - Major Special Events 7 days or less (Repeat Special Events not in conjunction with a regional event may receive 50% reduction in fee)

$500 - Major Special Events 7 days or more (Repeat Special Events not in conjunction with a regional event may receive 50% reduction in fee)

Special Exceptions (Ch. 18, Sec. 2, Land Dev. Code):

$450*

*Plus actual cost of legal advertising

Subdivisions (Ch. 5, Sec. 2 and 7, Land Dev. Code):

$4,750 or 0.5% est. construction cost (whichever is greater) - Final Plat/Plans

$500 - Replat

$2,000 - Minor Subdivision Exemption

$500 - Subdivision Exemption (5-acres or more division or lot reconfiguration)

Subdivision Inspection Fee: 3.25% of the estimated construction cost for all Code required improvements on sites 15 acres or less & 2.75% of estimated construction cost for all code required improvements on sites over 15 acres.

In addition to these fees, weekend or holiday work, if allowed and approved by the City, shall require special payment to the City at least 48 hours in advance of the requested work date. Payment shall be $100.00 per hour with a six (6) hour minimum, regardless of the length of time actually worked.

Final Subdivision Reinspection - Included as part of Subdivision Inspection Fee and $500 for each inspection beyond the Final Inspection and one (1) Reinspection.

Traffic analysis reports (review or preparation) (Ch. 4, Sec. 4, Land Dev. Code)

Actual Cost of Consultant review fees

Tree Removal Permits & Mitigation Payments (Ch. 9, Article II, and Ch 13, Sec 5.5 Land Dev. Code)

$30 - Single and Two-Family Lots

$80 - Multi-family and Commercial and Mobile Home Park

$180.00 - Historic Tree Removal (Residential and Non-Residential)

Non-Historic Tree Mitigation (Non-residential lot) Tree Banking Formula - 12.57 square inches × number of replacement trees × accepted national value per square inch Non-Historic Tree Mitigation (Residential lot < 6,000 Sq. Ft.) - Understory Tree - $182.50 Shade Tree - $312.50

Historic Tree Mitigation - See Resolution No. 20-46

Variances (Ch. 19, Sec. 1, Land Dev. Code)

$75*- (Single and Two-Family Lots) Administrative Variance

$150* - (all others) Administrative Variance

$900* - Single and Two-Family Residences

$900* - Commercial/Others

Double Fee – After-the-fact Variance

$100 - Appeals (Refundable if granted by City Council)

*Plus actual cost of legal advertising

Zoning Verification Letter (Ch. 3, Sec. 1, Land Dev. Code)

$50

Zoning Sign-Off for Alcoholic Beverage Licenses (Ch. 3, Sec. 1, Land Dev. Code):

$50

Dog Friendly Dining Permit (Ch 16, Sec 11, Land Dev. Code):

$0

Section 2.

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent that they conflict.

Section 3.

The fees established in this resolution shall become effective on April 1, 2024.

_____

MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L Fenwick, MMC, City Clerk

Passed and adopted on the _____ day of March, 2024

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (F13) Resolution No. 24-04 - Authorizing the sale of City-owned real estate on the south side of Reed Canal Road, east of Atlantic High School

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Resolution No. 24-04.

SUMMARY: As part of the approval for the Crystal Lake Planned Unit Development (PUD) in 2000, the city obtained ownership of Lot 16 of the Crystal Lake PUD (subject property). The subject property is on the south side of Reed Canal Road, east of Atlantic High School. As part of an assessment of city-owned property, the subject property was reviewed by all city departments and determined to be surplus property. The subject property is vacant and +/- 8.76 acres; the allowed uses include offices, office/warehouse facilities, and recreation facilities (private/public).

Subject Property Information
Parcel ID: 5332-00-00-0020
Acreage: +/- 8.76
Frontage along Reed Canal Road: +/- 1,170 ft.
Water and Sewer service is available along Reed Canal Road
Future Land Use: Warehouse/Industrial (Floor Area Ratio 0.75)
Zoning: Planned Unit Development/Crystal Lake PUD
Permitted Uses: Offices; Office/warehouse facilities; Recreation facilities (private/public).

If the City Council authorizes the sale of this property, staff will use the current contract with Colliers International Florida, LLC., to market and list this property for sale. The contract for the sale of the subject property will be reviewed by the City Manager's Office prior to requesting the City Council's approval on the sale of the property.

The subject property is currently part of the Crystal Lake Planned Unit Development (PUD) and the zoning and Master Development Agreement (MDA) limits uses to private/public recreation facilities, office, and office warehouse facilities. In 2022, the Council approved an amendment for the adjacent property east of the subject property (also part of the PUD) to allow greater use flexibility by adding the uses allowed in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts. The site plan for the project on the adjacent property is currently being reviewed by staff, and construction is anticipated to begin in late 2024.

With prior surplus properties, the City has amended zoning to allow more flexible and appropriate uses before the site is listed for sale. Staff requests to bring forward a zoning change for the subject property to make allowed uses consistent with the adjacent site and list the property for sale after Council considers the zoning change.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution 24-04 w exhibit	Resolution 24-04 w exhibit.pdf

Tim Burman	Created/Initiated - 2/29/2024
Tim Burman	Approved - 2/29/2024
Shannon Balmer	Approved - 3/6/2024
Wayne Clark	Approved - 3/7/2024
Tracee Cody	Final Approval - 3/8/2024

RESOLUTION NO. 24-04

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE ADDITION OF THE CITY-OWNED REAL PROPERTY, GENERALLY LOCATED ON THE SOUTH SIDE OF REED CANAL ROAD, EAST OF ATLANTIC HIGH SCHOOL, TO THE APPROVED LIST OF CITY-OWNED REAL PROPERTY AVAILABLE FOR SALE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 2, 2016, the City Council adopted Resolution No. 16-13, establishing a process for the sale of city-owned real estate, including an initial list of city-owned properties to be sold pursuant to said process established therein; and

WHEREAS, said resolution contemplates additional city-owned properties may be approved for sale by majority vote of City Council; and

WHEREAS, the City owns certain real estate that has been determined to be no longer necessary for use by the City and thereby deemed surplus property; and

WHEREAS, the City of Port Orange currently owns real property generally located on the south side of Reed Canal Road, east of Atlantic High School, identified as Parcel No. 5332-00-00-0020, and being more specifically described in **Exhibit "A"**, attached hereto and made a part hereof by reference ("Subject Property"); and

WHEREAS, the City Council desires to authorize city staff to proceed with the sale of the Subject Property pursuant to the process established in Resolution No. 16-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Subject Property, described hereinabove, owned by the City of Port Orange, is hereby added to the list of city-owned real property available for sale pursuant to the process established in Resolution No. 16-13.

Section 2. All resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 4. This resolution shall become effective immediately upon adoption.

_____
DONALD O. BURNETTE, MAYOR

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2024.

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT “A”

NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE AS REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE PONT OF TANGENCY THEREOF; THENCE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 23 SECONDS EAST A DISTANCE OF 308.95 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 34 SECONDS EAST A DISTANCE OF 308.03 FEET TO THE NORTH OF LOT 1, MAGNOLIA GROVE, AS RECORDED IN MAP BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, MAGNOLIA GROVE A DISTANCE OF 147.46 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MAGNOLIA GROVE; THENCE SOUTH 01 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, MAGNOLIA GROVE, A DISTANCE OF 231.39; THENCE SOUTH 89 DEGREES 4 MINUTES 25 SECONDS WEST ALONG THE SAID SOUTH LINE OF FRACTIONAL SECTION 32, A DISTANCE OF 1317.25 FEET TO THE POINT OF BEGINNING.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (G14) Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Please see the attached agenda.

SUMMARY: The Port Orange Property Development, Inc. (POPD) owns the property where Palmer Chiropractic is located and some surrounding parcels. The Palmer lease is with POPD and POPD has the right to review and approve all site and building plans for structures, buildings or leasehold improvements in the lease area.

Every year POPD is required to update its corporate filing with the State. POPD meets annually to appoint its officers for the filing to the State.

Chairman Reed Foley will conduct the joint meeting of the Port Orange Property Development, Inc. The notice and agenda for the joint meeting are attached.

PRESENTER: Reed Foley

ATTACHMENTS:

1.	Notice of Meeting re POPDev 2024	Notice of Meeting re POPDev 2024.pdf
2.	POPDev and Design Review Board Meeting Minutes 3-21-2023	PO PDI Design Review Board Meeting Minutes 3-21-2023 - PROOFED.docx

Tracee Cody	Created/Initiated - 2/23/2024
Matthew Jones	Approved - 2/27/2024
John McKinney	Approved - 2/27/2024
Wayne Clark	Approved - 3/12/2024
Tracee Cody	Final Approval - 3/12/2024

NOTICE OF JOINT ANNUAL MEETING
of Members, Directors and Design Review Board of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.

TO: All Members, Directors and Design Review Board

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 19, 2024, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of council)

2. Acceptance of Meeting Notice

3. Approval of Minutes of March 21, 2023 for meeting of the Members, Directors and Design Review Board

4. Any business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

5. **Election of Officers:**

Current Officers:

Reed Foley, Chairman, City Council District 1 Representative

Drew Bastian, Vice Chairman, City Council District 3 Representative

Tracy Grubbs, President, City Council District 2 Representative

Scott Stiltner, Vice President, Vice-Mayor, City Council District 4 Representative

Don Burnette, Secretary, Mayor

Jonathan C. McKinney, Treasurer

Nominations for election of Officers:

A. Chairman: _____

B. Vice-Chairman: _____

C. President: _____

D. Vice President: _____

E. Secretary: _____

F. Treasurer: Finance Director: Jonathan C. McKinney

6. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Members and the Board of Directors, the Design Review Board shall consider and take action on the following items:

Agenda for Meeting of the Design Review Board:

7. Election of officers:

Current Officers:

Reed Foley, Chairman, City Council District 1 Representative

Drew Bastian, Vice-Chairman, City Council District 3 Representative

Nominations for election of Officers:

A. Chairman: _____

B. Vice-Chairman: _____

8. Such other business as may be brought before the Design Review Board.

DATED: March 8, 2024.

/s/ Donald Burnette
Donald Burnette, Secretary

Copy to: Donald Burnette, Mayor
Scott Stiltner, Vice-Mayor, Councilmember
Reed Foley, Councilmember
Tracy Grubbs, Councilmember
Drew Bastian, Councilmember
Wayne Clark, City Manager
Matthew J. Jones, City Attorney

ACCOMMODATIONS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
JOINT ANNUAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 21, 2023

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Vice Chairman Drew Bastian at 6:43 p.m.

Roll Call:	Present:	Don Burnette Tracy Grubbs Drew Bastian Scott Stiltner
	Absent:	Reed Foley
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Assistant City Clerk

2. Acceptance of meeting notice

   There were no objections to the meeting notice.

3. Approval of Minutes of April 5, 2022, for the meeting of the Members & Directors

   Motion to approve the Minutes of April 5, 2022, of the meeting of Members & Directors was made by Member Scott Stiltner and Seconded by Member Tracy Grubbs. Motion carried unanimously by voice vote.

4. Approval of Minutes of April 5, 2022, for the meeting of the Design Review Board

   Motion to approve the Minutes of April 5, 2022, of the meeting of the Design Review Board was made by Member Scott Stiltner and Seconded by Member Tracy Grubbs. Motion carried unanimously by voice vote.

5. Election of the Board of Directors

   Motion to elect City Council District 3 Representative Drew Bastian, City Mayor Donald Burnette, City Council District 4 Representative Scott Stiltner, Interim City Council District 2 Representative Tracy Grubbs, and City Council District 1 Representative Reed Foley

was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.

6. Such other business as may be brought before the Members of the corporation.

   There was none.

Election of Officers of the Board of Directors:

7. Election of officers

   (A) Motion to nominate City Council District 1 Representative Reed Foley as Chairman was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (B) Motion to nominate City Council District 3 Representative Drew Bastian as Vice Chairman was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (C) Motion to nominate Interim City Council District 2 Representative Tracy Grubbs as President was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (D) Motion to nominate City Council District 4 Representative Scott Stiltner as Vice President was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (E) Motion to nominate City Council Mayor Don Burnette as Secretary was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (F) Motion to elect Jonathan C. McKinney, Finance Director as Treasurer was made by Member Don Burnette and Seconded by Member Tracy Grubbs. Motion carried unanimously by voice vote.

8. Such other business as may be brought before the Members of the corporation.

   There was none.

Meeting of the Design Review Board:

9. Election of officers

   (A) Motion to nominate City Council District 1 Representative Reed Foley as Chairman was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.
   (B) Motion to nominate City Council District 3 Representative Drew Bastian as Vice Chairman was made by Member Don Burnette and Seconded by Member Scott Stiltner. Motion carried unanimously by voice vote.

There being no further business, the meeting was adjourned at 6:48 p.m.

_____

Reed Foley, Chairman

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (J16) Fiscal Year 2023 - 2024, First Quarter Financial Report

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Discussion only. No motion needed.

SUMMARY: The quarterly financial reports provide a comprehensive review of the City's primary operating funds, the General, Water / Wastewater, Solid Waste and Stormwater Funds, with graphical presentations of the City's major revenue sources with comparisons to prior year actual results and current year budget projections. The report also provides information on the ending fund balance and cash position, debt, grant activity, capital projects, and financial statements for all City funds.

PRESENTER: John McKinney

ATTACHMENTS:

1.	1st Quarter Financial Presentation March 19	1st Quarter Financial Presentation March 19.pdf

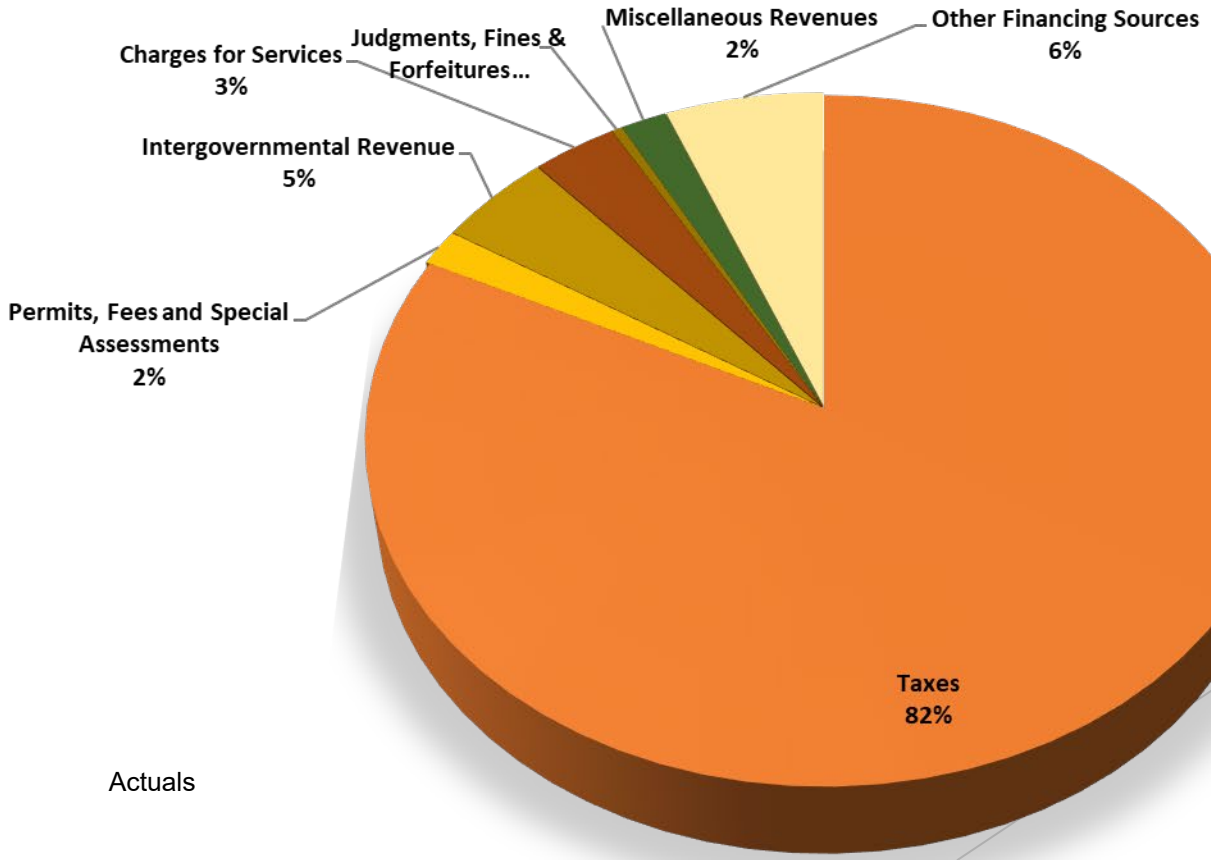
John McKinney	Created/Initiated - 2/29/2024
John McKinney	Approved - 3/4/2024
Wayne Clark	Approved - 3/7/2024
Tracee Cody	Final Approval - 3/8/2024

Port Orange, Fl

1st Quarter Financials
March 19, 2024

General Fund – revenues

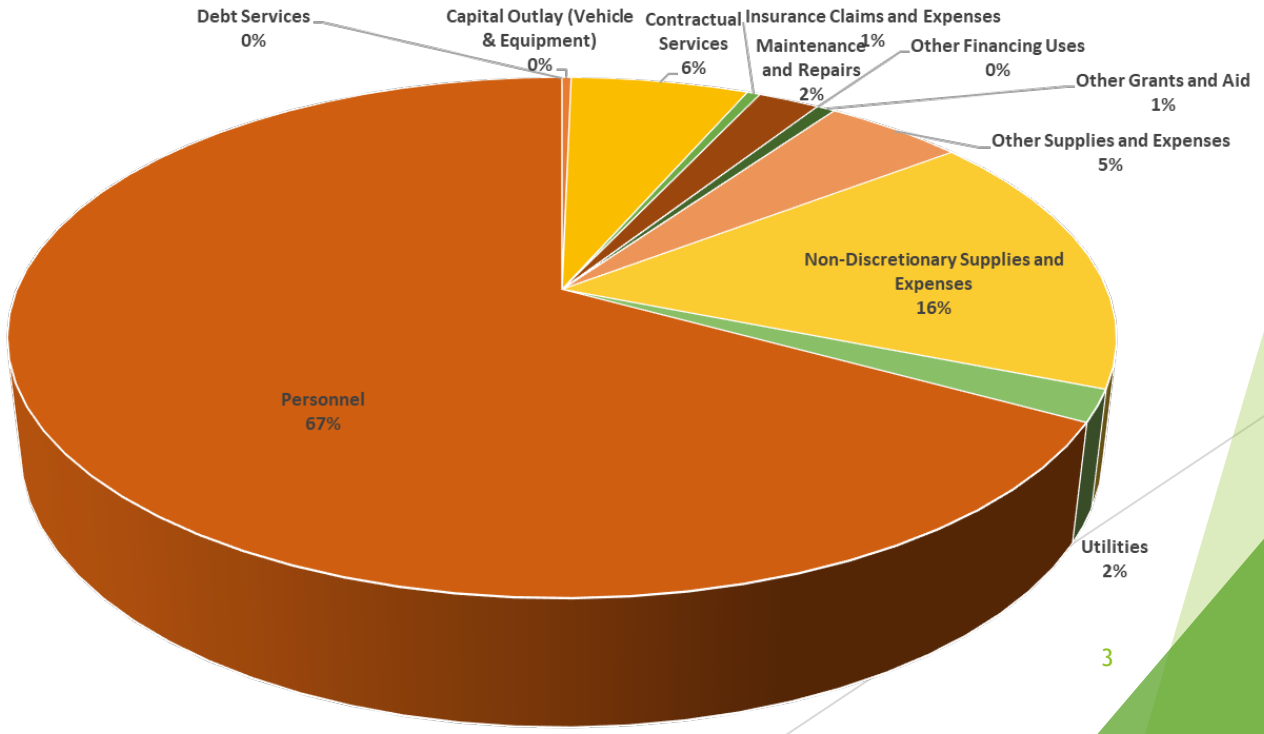
Description	FY24 Amended	FY24 Actuals
Taxes	$ 33,409,153	$ 21,469,753
Permits, Fees and Special Assessments	4,353,000	444,266
Intergovernmental Revenue	7,749,145	1,173,483
Charges for Services	3,778,639	859,267
Judgments, Fines & Forfeitures	385,000	105,090
Miscellaneous Revenues	1,008,500	464,566
Other Financing Sources	14,061,372	1,593,794
Total revenues	**$ 64,744,809**	**$ 26,110,219**



Actuals

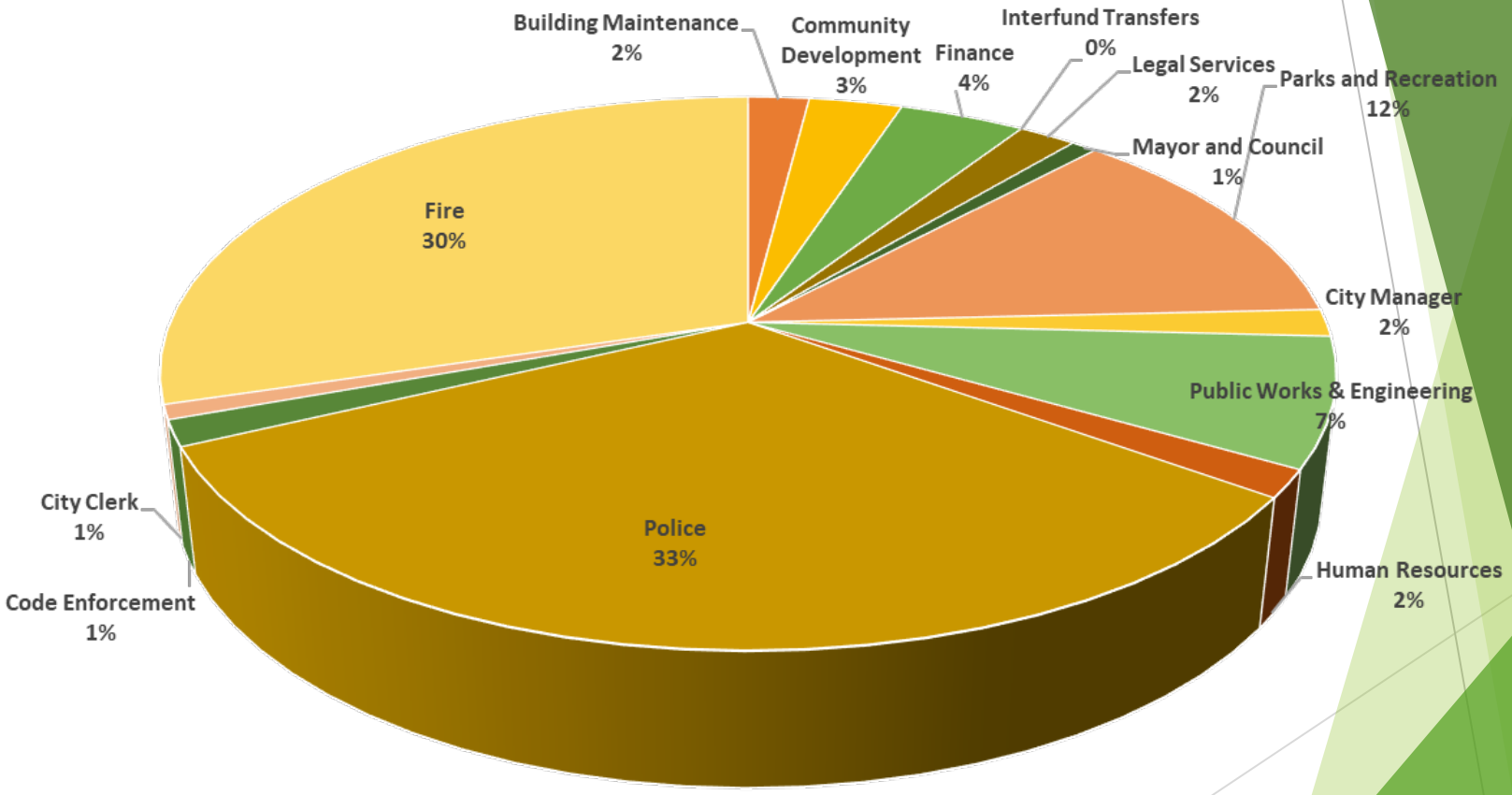
General Fund - Expenditures

Description	FY24 Amended	FY24 Actuals
Capital Outlay (Vehicle & Equipment)	$ 4,609,628	$ 32,409
Contractual Services	3,095,514	628,723
Insurance Claims and Expenses	396,221	46,071
Maintenance and Repairs	1,350,055	217,809
Other Financing Uses	7,227,191	-
Other Grants and Aid	543,130	65,000
Other Supplies and Expenses	2,760,090	495,534
Non-Discretionary Supplies and Expenses	5,806,246	1,666,846
Utilities	1,652,000	199,988
Personnel	37,235,867	6,800,890
Debt Services	68,867	100
Total Expenses	**$ 64,744,809**	**$ 10,153,370**



Actuals

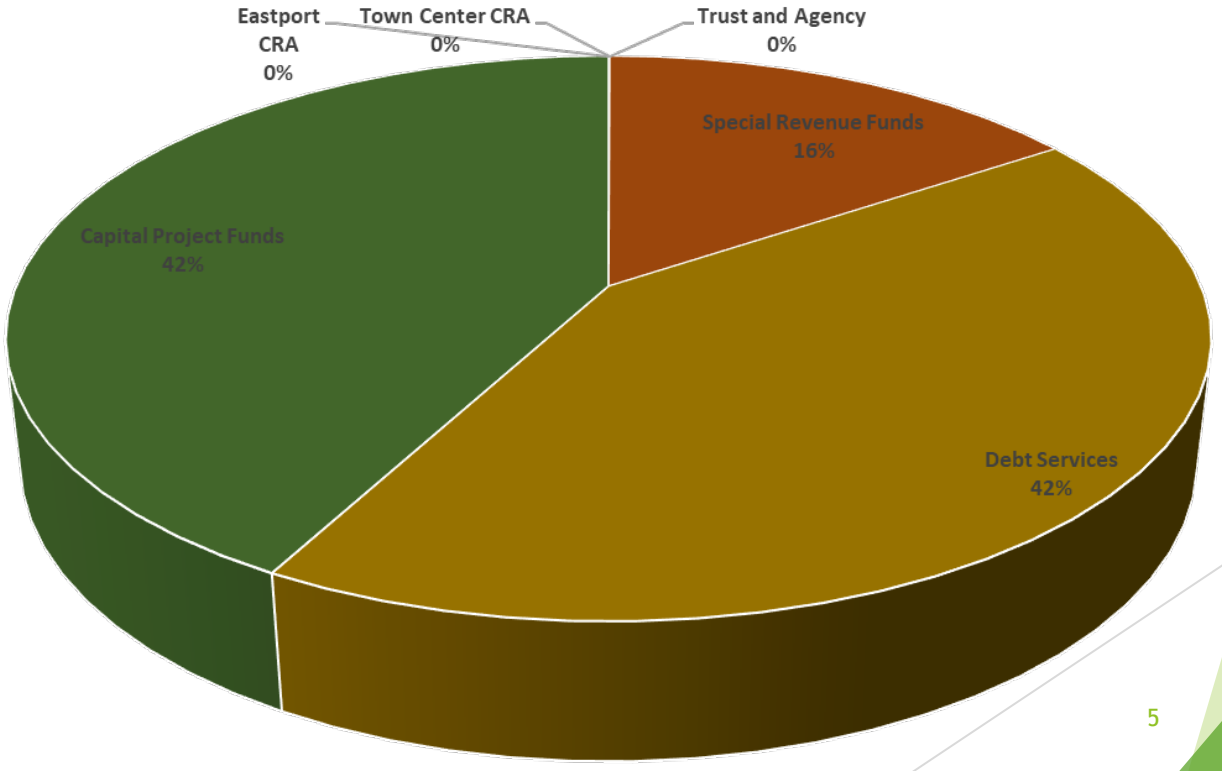
General fund expenditures by Department



Actuals

Special Revenues, Debt & Capital Project Funds

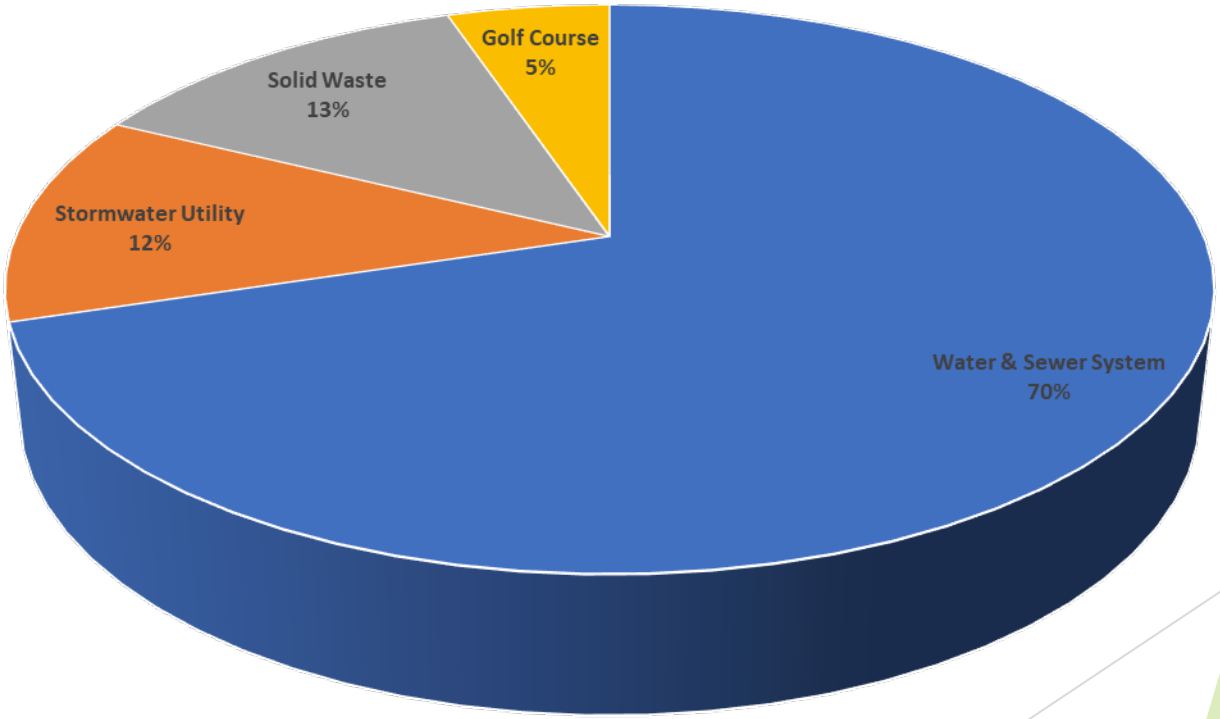
Description	FY24 Amended	FY24 Revenues	FY24 Expenses
Eastport CRA	$ 539,320	$ 559,783	$ 423
Town Center CRA	430,919	354,322	543
Trust and Agency	109,200	11,113	307
Special Revenue Funds	3,540,841	595,166	517,633
Debt Services	2,687,538	756,145	1,402,401
Capital Project Funds	45,267,994	312,977	1,398,148
Total	**$ 52,575,812**	**$ 2,589,506**	**$ 3,319,455**



Actuals

Enterprise Funds

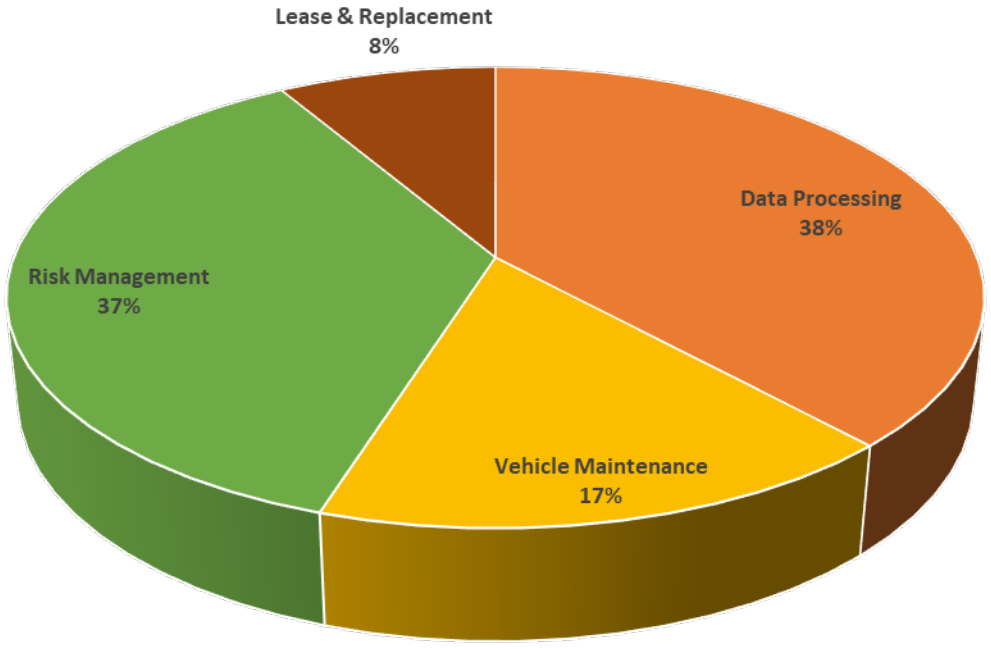
Description		FY24 Amended		FY24 Revenues		FY24 Expenses
Water & Sewer System	$	129,697,953	$	5,894,464	$	7,592,048
Stormwater Utility		17,626,123		4,308,657		1,299,782
Solid Waste		10,199,179		1,970,052		1,356,339
Golf Course		2,845,930		515,660		561,539
Total	**$**	**160,369,185**	**$**	**12,688,833**	**$**	**10,809,708**



Actuals

Internal Service Funds

Description	FY24 Amended	FY24 Revenues	FY24 Expenses
Data Processing	4,422,662	778,819	881,462
Vehicle Maintenance	1,495,248	191,765	387,600
Risk Management	2,493,995	641,508	844,554
Lease & Replacement	4,814,783	917,711	197,024
Loan Pool	50,000	127	-
Total	**$ 13,276,688**	**$ 2,529,930**	**$ 2,310,640**



Actuals

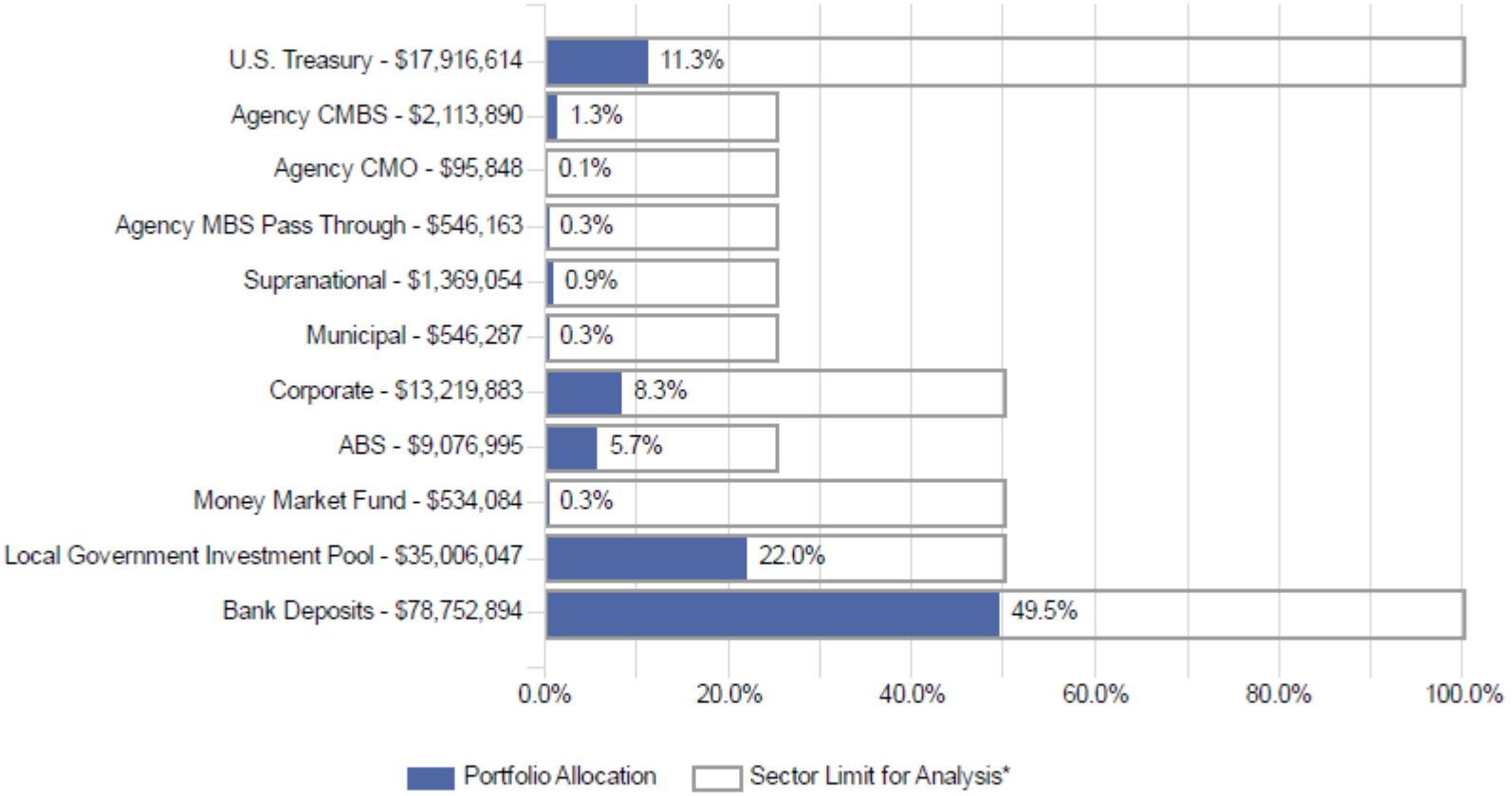
Outstanding Debt

Debt	Outstanding FY24	FY P&I
General Obligation Note, Series 2016 (G)	$ 9,265,000	$ 903,619
Capital Improvement Revenue Bonds, Series 2014 (G)	10,845,000	1,146,375
Tax Increment Note, Series 2006 (Eastport) (G)	230,000	233,335
Tax Incr Rev Bonds, Series 2007 (Town Center) (G)	3,675,000	401,959
Stormwater Utility Revenue Bonds, Series 2005 (B)	4,965,000	222,935
State Revolving Fund Loan (SRF) 5150 (B)	1,586,862	475,319
State Revolving Fund Loan (SRF) 3030 (B)	1,116,148	295,477
State Revolving Fund Loan (SRF) 514S (B)	1,397,580	489,369
TD Bank Ambulance	300,290	52,244
TD Bank Fire Truck	787,492	98,108
TD Bank New Fire Truck	1,083,332	68,867
Total	$ 35,251,704	$ 4,387,607

Cash and Investments

Pooled Cash and Investments		Market Value	%
FL Palm	$	35,006,047	21.93%
First American Funds		360,930	0.23%
TD Money Market Fund		534,084	0.33%
Investment Pool - Managed		44,559,548	27.91%
Investment Pool - TD		108,000	0.07%
CD @ TD Bank - Mitigation Investment		316,995	0.20%
Truist Operating Accounts		78,752,894	49.33%
Total	$	159,638,498	100%

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.
**Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*

Current Market Themes

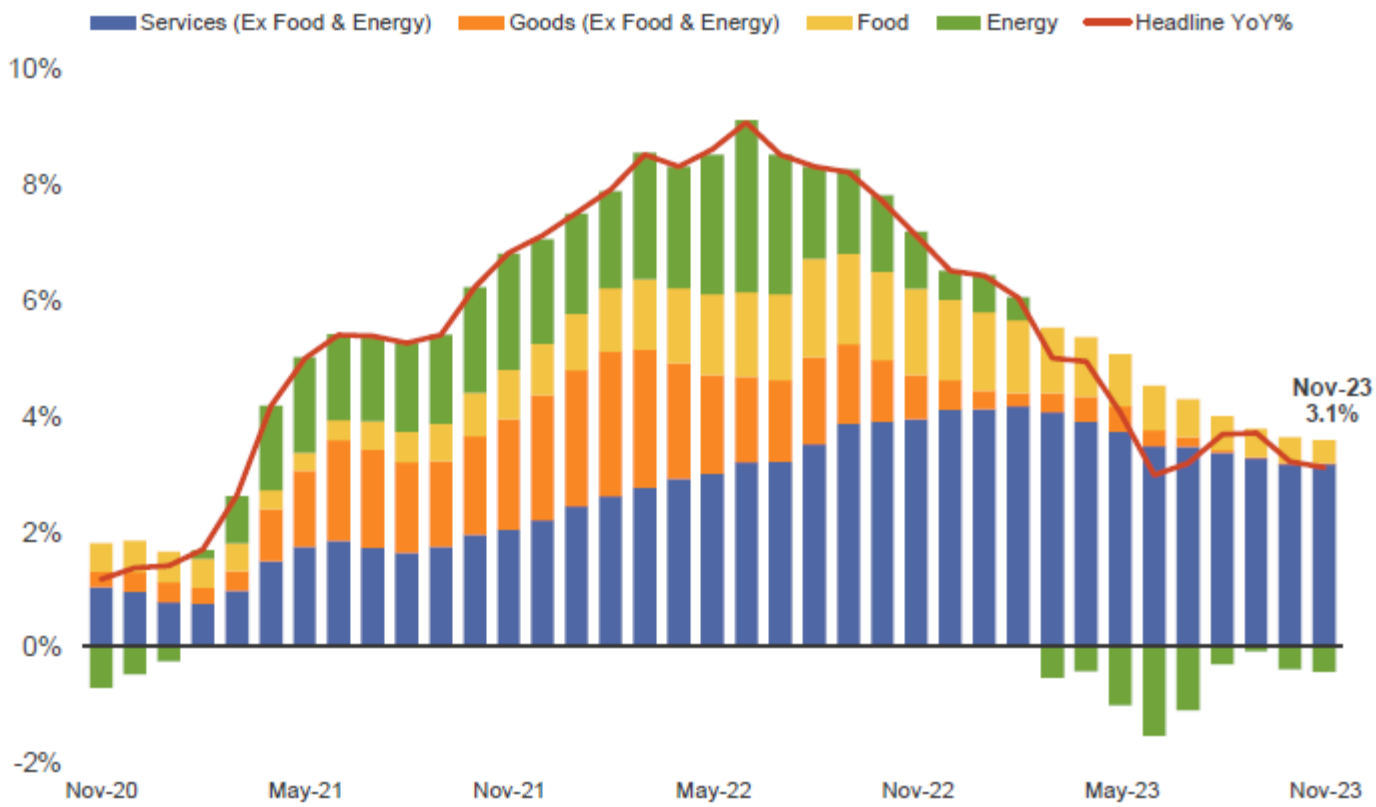
- The U.S. economy is characterized by:
  - Economic resilience but expectations for a slowdown
  - Cooling inflation that still remains above the Federal Reserve's ("Fed") target
  - The labor market coming into better balance
  - Consumers that continue to support growth through spending

- Federal Reserve signals end to rate hiking cycle
  - Fed projected to cut the short-term Fed funds rate by 75 basis points by December 2024, with the overnight rate falling to 4.50% to 4.75%
  - Markets are pricing a more aggressive 6 rate cuts by year end
  - Fed officials reaffirm that restoring price stability is the priority

- Treasury yields ended the quarter materially lower
  - After peaking in October, yields reversed course on dovish Fed pivot
  - Yield curve inversion persisted throughout the rally
  - Credit spreads narrowed sharply on increased expectations for a soft landing

Inflation Continues to Trend Lower

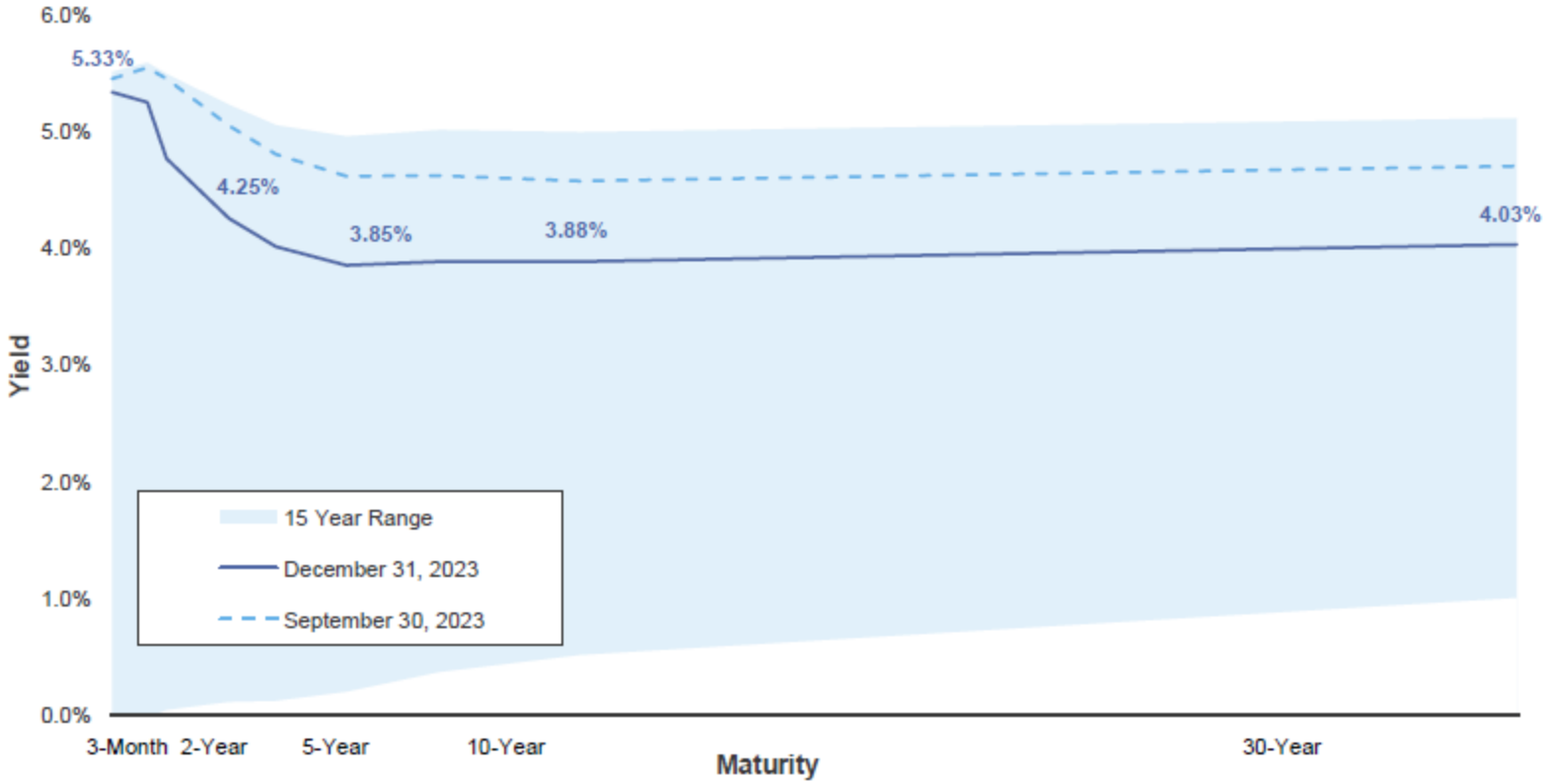
Lower energy and goods prices help to offset increases in wage-driven services costs



Source: Bloomberg, as of November 2023.

Interest Rates Moderate But Remain High

U.S. Treasury Yield Curve



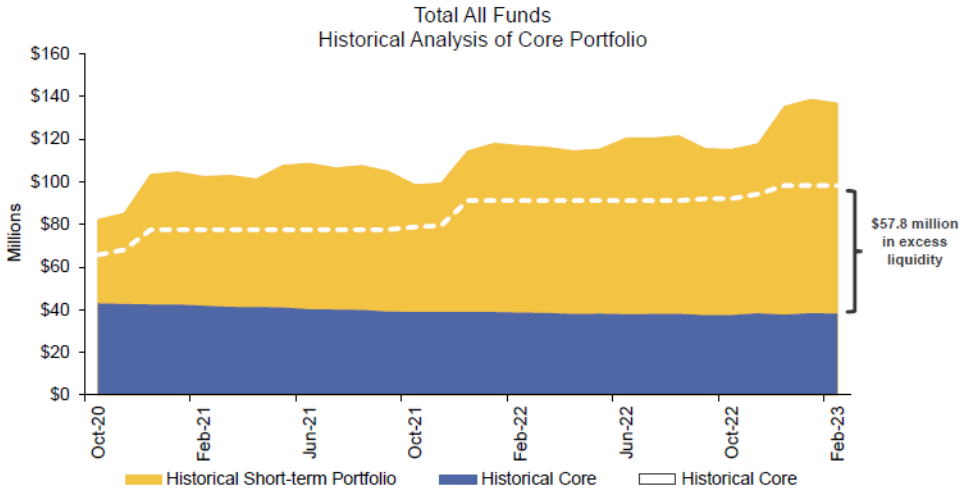
Source: Bloomberg, as of December 31, 2023.

PFMAM's Cash Flow Model

- Identifies cash flow needs in the near term
- Determines "seasonality" and historical seasonal factors
- The cash flow model helps identify an appropriate allocation between assets invested short term ("liquidity") to meet cash needs and assets that can be invested longer term ("core" portfolio).

Portfolio	Strategy	Uses
Liquidity/ Short-term	Overnight to 12 months	• Highly liquid for daily needs and unforeseen expenditures. • Funds are meant to cover specific, predictable cash flows (payrolls, debt service) • Can be lower during periods of net cash inflow • Comprised of short-term money market instruments; e.g. bank deposits, money market mutual funds and LGIP
Core	Longer Duration	• Funds not expected to be spent in the near-term • May be disbursed in extraordinary circumstances • Can be invested in longer-term securities

- As of February 29, 2024, the City had approximately $57.8 million in excess liquidity based on a **20%** liquidity cushion.



Month	Average Monthly Balance*	Historical Factor
Average	**$117,549,799**	**100.00%**
January	127,462,267	108.43%
February	125,492,506	106.76%
March	117,432,386	99.90%
April	114,972,245	97.81%
May	117,040,122	99.57%
June	119,209,299	101.41%
July	118,564,894	100.86%
August	118,240,295	100.59%
September	114,530,256	97.43%
October	104,704,029	89.07%
November	107,430,616	91.39%
December	125,518,675	106.78%

The City generally demonstrates consistent seasonality with peak balances in December and January and minimum balances in October and November.

Improving Diversification and Expected Return

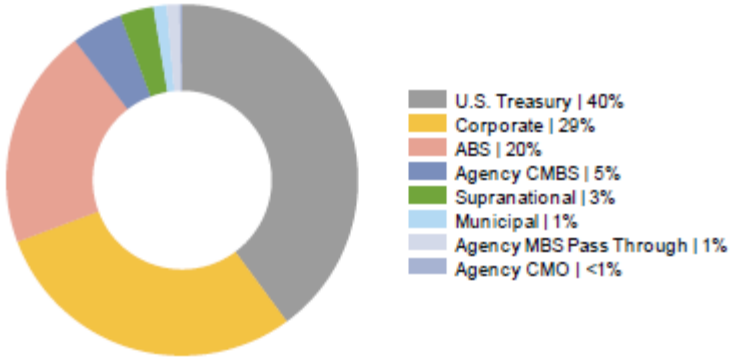
Current Allocation					Sample Allocation			
Allocation		Balance	Yield	Liquidity Tier	Allocation		Balance	Yield
Cash	45%	$66,022,743	4.63%	Immediate Liquidity	Cash	14%	$20,000,000	4.63%
FL PALM	24%	$35,251,219	5.44%		FL PALM	24%	$35,251,219	5.44%
FL PRIME SBA				Intermediate Term	FL PRIME SBA	21%	$30,000,000	5.34%
Core Portfolio	31%	$44,757,163	4.16%	Core Reserves	Core Portfolio	42%	$60,779,906	4.30%
Total	**100%**	**$146,031,126**	**4.68%**		**Total**	**100%**	**$146,031,126**	**4.83%**

Portfolio Snapshot - CITY OF PORT ORANGE[1]

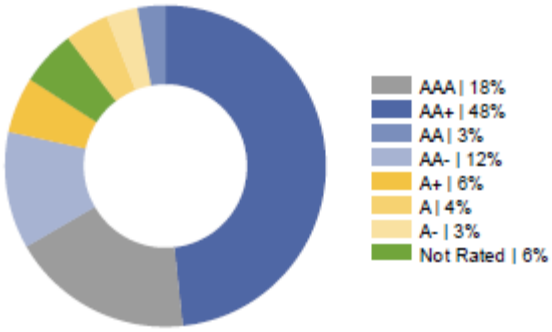
Portfolio Statistics

Total Market Value	$45,418,819.42
Securities Sub-Total	*$44,559,547.81*
Accrued Interest	*$325,187.78*
Cash	*$534,083.83*
Portfolio Effective Duration	1.73 years
Benchmark Effective Duration	1.76 years
Yield At Cost	3.93%
Yield At Market	4.42%
Portfolio Credit Quality	AA

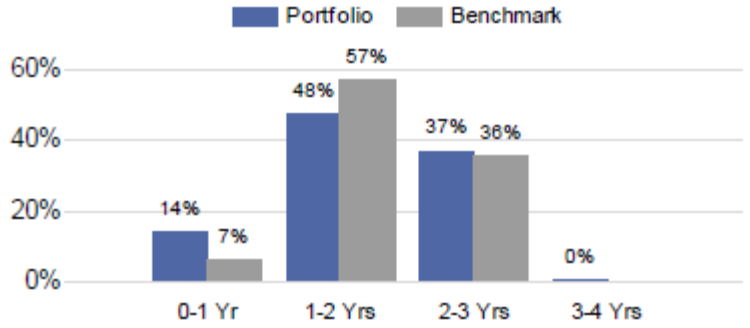
Sector Allocation



Credit Quality - S&P

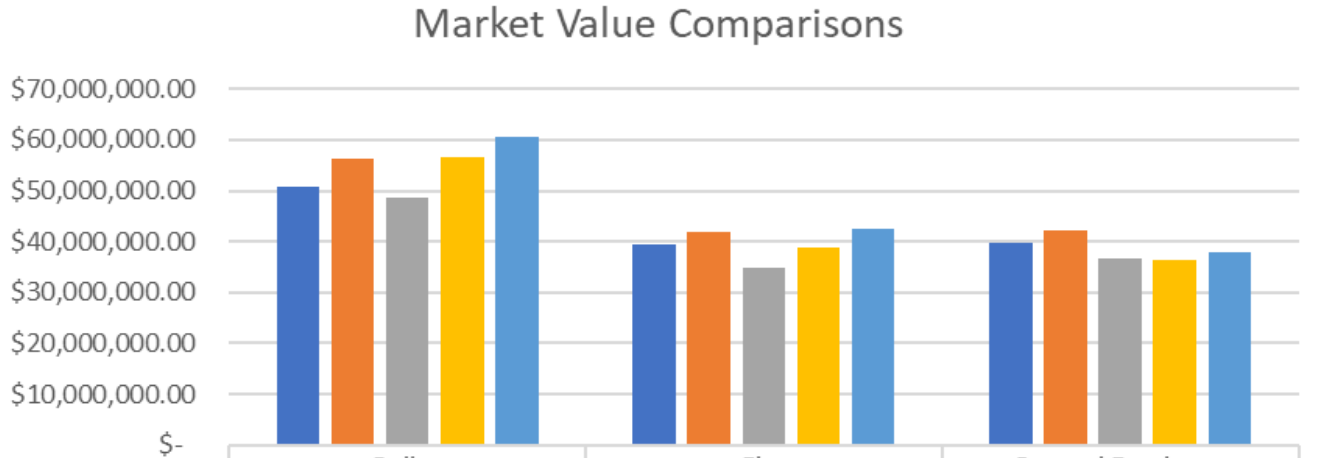


Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

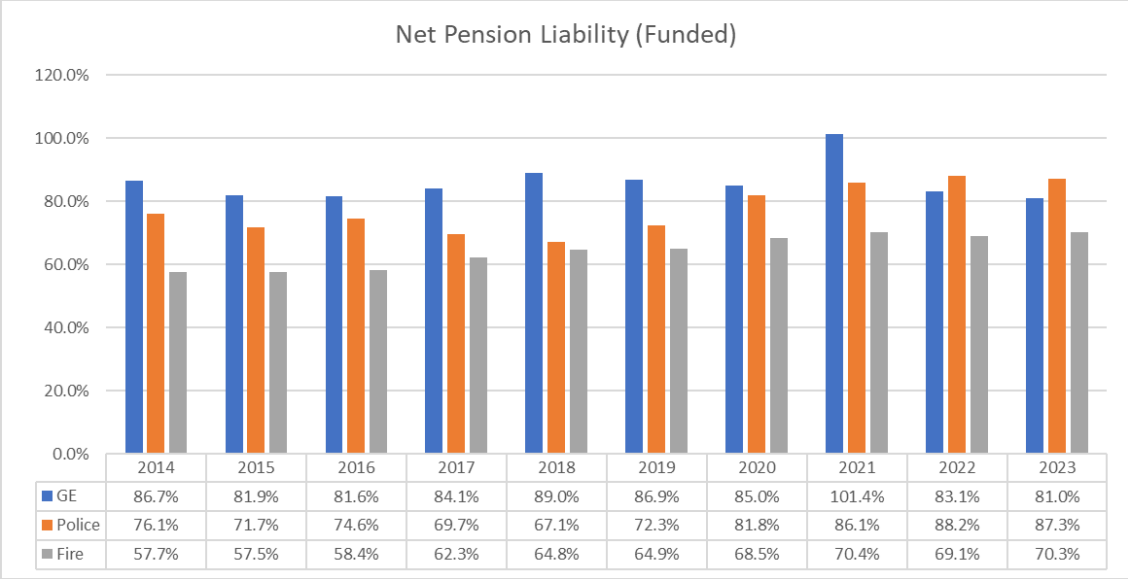
Historical Pension Market Values



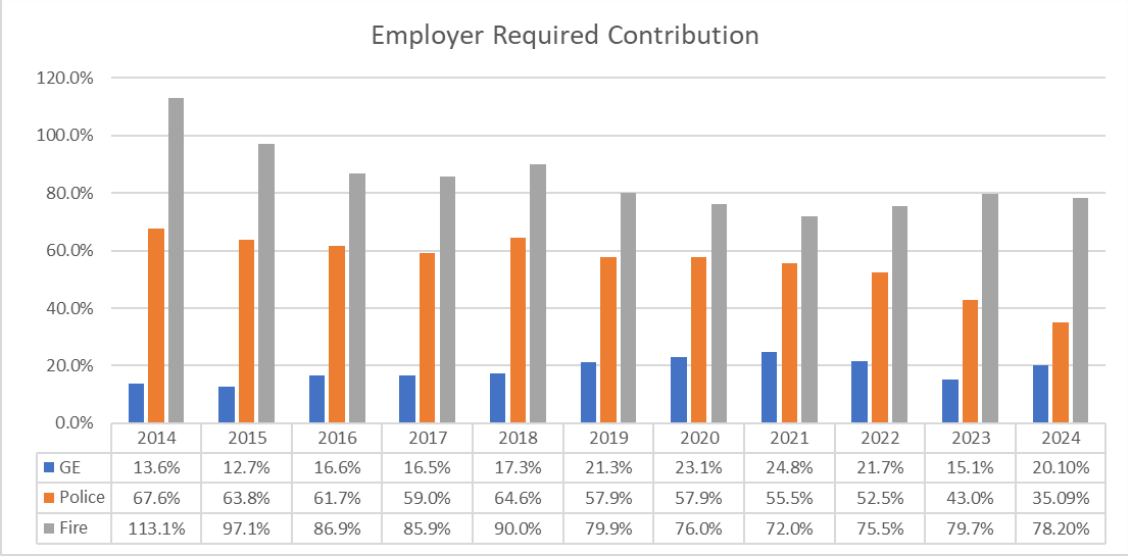
	Police	Fire	General Employee
12/31/2020	$50,911,554.04	$39,440,194.50	$39,828,476.29
9/30/2021	$56,130,549.78	$41,773,138.02	$42,068,364.76
9/30/2022	$48,492,389.10	$34,718,740.33	$36,608,108.17
9/30/2023	$56,472,976.00	$38,788,548.00	$36,345,177.31
12/31/2023	$60,702,951.00	$42,512,798.00	$37,777,687.00

- Note: Pensions are overseen by the three separate pension boards and the City has no direct responsibility of the pension plans.

Additional Pension Data



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
GE	86.7%	81.9%	81.6%	84.1%	89.0%	86.9%	85.0%	101.4%	83.1%	81.0%
Police	76.1%	71.7%	74.6%	69.7%	67.1%	72.3%	81.8%	86.1%	88.2%	87.3%
Fire	57.7%	57.5%	58.4%	62.3%	64.8%	64.9%	68.5%	70.4%	69.1%	70.3%



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
GE	13.6%	12.7%	16.6%	16.5%	17.3%	21.3%	23.1%	24.8%	21.7%	15.1%	20.10%
Police	67.6%	63.8%	61.7%	59.0%	64.6%	57.9%	57.9%	55.5%	52.5%	43.0%	35.09%
Fire	113.1%	97.1%	86.9%	85.9%	90.0%	79.9%	76.0%	72.0%	75.5%	79.7%	78.20%

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/19/2024

SUBJECT: (L19) Approval of the Christ the King Community Church Conditional Use Extension Case No. CUSE-24-0001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the extension of the Christ the King Church Conditional Use through July 2027, subject to the conditions in the Staff Report.

SUMMARY: PLANNING COMMISSION ACTION (February 22, 2024): Recommended Approval 7-0 to extend the Christ the King Church Conditional Use until July 2027.

The property owner/applicant, Christ the King Church, is requesting approval of a Conditional Use to continue using their property, located at 6015 Spruce Creek Road, to hold outdoor church services and activities/meetings while the church finalizes design plans to construct their permanent facility on the subject property. According to the church, a permanent on-site building will be constructed in the next two years.

In July 2020, the City Council approved the initial request for a Conditional Use for the Christ the King Community Church to use their property over a two-year period to hold outdoor church services and activities while the church finalized design plans to construct its permanent facility on the subject property.

In December 2021, a site plan was approved for the construction of a ±9,100 square-foot building, along with associated site improvements on the subject property.

In March 2022, the City Council approved an additional two-year extension until July 2024. The church anticipated construction would begin in Fall 2022 and be completed by early 2024. However, delays in the construction industry and materials, high construction costs, and modifications to the previously approved site plan to add the full future phase two improvements to the site plan delayed construction from starting as previously anticipated. Therefore, the church is requesting an extension of the Conditional Use to continue holding outdoor services and other church-related programs and meetings on the subject property until their permanent facility is completed. According to the contractor for the church, the building permit for their building is anticipated to be submitted to the city for review in Spring 2024, and construction is scheduled to start in the late Summer/Fall of 2024 and be completed in late 2025.

According to the Government/Public Use (GPU) zoning district, a house of worship is a permitted use in the GPU zoning district and the Conditional Use is consistent with the current zoning for the subject property. Typically, the use of a site is associated with a developed permanent building. However, in this case, the use could occur outside and without a building. The church has been using the site for this purpose for the past three

and half years, and there have not been any citations issued for exceeding the noise or light ordinances by the Police Department or Code Enforcement.

In granting the extension of the Conditional Use, the City Council can require appropriate conditions and safeguards to ensure compliance with the requirements of LDC. Such conditions may include time limits for the duration of the conditional use, specific minimum or maximum limits to regular code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter. If the City Council recommends approval to extend the Conditional Use, the Planning Commission and staff recommend the following conditions:

1. The Conditional Use will expire on July 21, 2027.
2. No more than one food truck/coffee vendor for church services.
3. Site lighting may emit no more than 0.5-foot candles at the property line and will not spill over onto adjacent properties and rights-of-way.
4. Sound or noise projecting from this use shall not exceed a dBA of 60 between the hours of 7:00 am -10:00 pm and a dBA of 50 from 10:00 pm – 7:00 am. The permit holder will be responsible for monitoring for noise violations.
5. The Conditional Use is only valid for Christ the King Church.
6. If other events are planned besides activities mentioned in the Conditional Use, a special event permit must be submitted and approved (e.g., Fall Festival).
7. The screening for equipment to remain on site, monument sign, and concrete driveway apron must be maintained in good condition.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz	Created/Initiated - 2/23/2024
Tim Burman	Approved - 2/29/2024
Shannon Balmer	Approved - 3/6/2024
Wayne Clark	Approved - 3/7/2024
Tracee Cody	Final Approval - 3/8/2024

STAFF REPORT - *REVISED*
CONDITIONAL USE EXTENSION/CHRIST THE KING COMMUNITY CHURCH
CASE NO. CUSE-24-0001

REQUEST:	Extend a Conditional Use for Christ the King Community Church to hold outdoor church services and other church-related programs for an additional three years or until July 2027.
APPLICANT:	Scott Kirschner, Christ the King Community Church
PROPERTY OWNER:	Christ the King Community Church Port Orange, Inc.
LOCATION:	6015 Spruce Creek Road (see Figure 1)
STAFF CONTACT:	Suzette Cameron, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommend Approval 7-0 (February 22, 2024)
CITY COUNCIL:	March 19, 2024

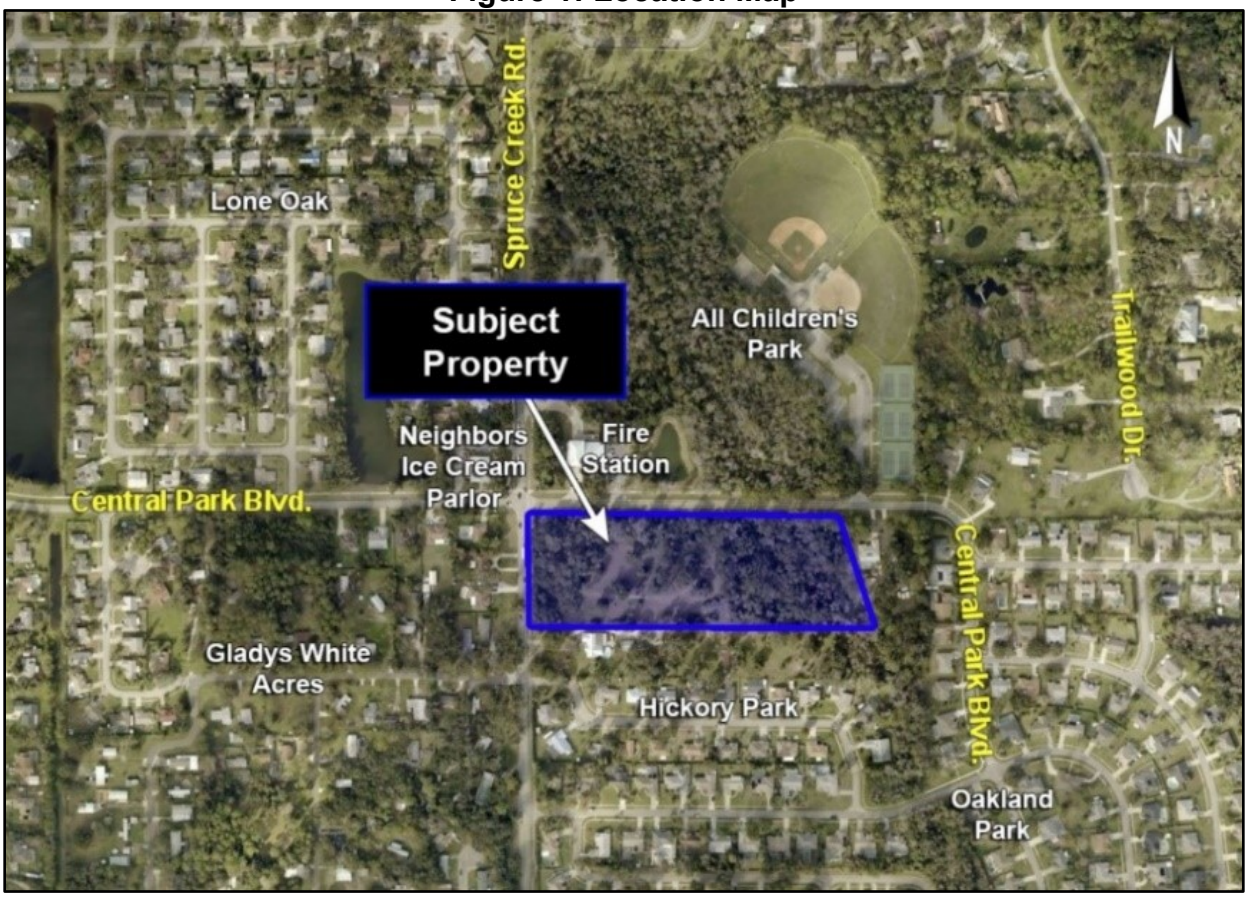
UPDATED FEBRUARY 23, 2024
At the February 22, 2024, Planning Commission meeting, the Planning Commission recommended that the Conditional Use be extended for three years, and the applicant accepted that recommendation and revised their request for a three-year extension of the Conditional use.

INTRODUCTION
In July 2020, the City Council approved the initial request for a Conditional Use for the Christ the King Community Church to use their property over a two-year period to hold outdoor church services and activities while the church finalized design plans to construct its permanent facility on the subject property. The subject property is located at 6015 Spruce Creek Road, on the southeast corner of Central Park Boulevard and Spruce Creek Road.

In March 2022, the City Council approved an additional two-year extension to allow the church to continue using the site as the church constructed its permanent facility. The church had previously anticipated construction would begin in Fall 2022 and be completed by early 2024. The current Conditional Use expires on July 21, 2024. According to the church, finances and construction industry delays prevented construction from starting as previously anticipated (See Exhibit A).

The church initially requested an additional two-year extension of the Conditional Use to continue holding outdoor services and other church-related programs and meetings on the subject property until their permanent facility is completed. According to the church, construction is anticipated to start in the Summer of 2024 and be completed in late 2025.

Figure 1: Location Map



BACKGROUND

The current Conditional Use allows the property to be used for church service on Sunday and holidays, with church-related activities on evenings generally after 5 pm. As part of the approved Conditional Use, the applicant installed and maintains the following site improvements:

- A monument sign with landscaping around the sign base.
- Picnic tables, stage, exterior string lights, two wood-fenced storage areas for a trailer, trash receptacles, and other items for property use and maintenance.
- Set-up of a tent for church service during times with inclement weather.
- Designated parking areas on existing cleared grassed areas to accommodate up to 125 vehicles. Parking areas are required to be rotated periodically to keep grassed areas in good condition.
- A driveway apron within the right-of-way and ten feet beyond the right-of-way off Spruce Creek Road.
- Power into the site via an existing power pole on the west property line.
- Water to the site from an existing water service on Spruce Creek Road.
- Parking of a food truck/coffee vendor during worship services

Above: Subject Property Looking West Toward Spruce Creek Road

Above: Subject Property Looking East Toward Central Park Boulevard

Above: Looking Southeast Toward Subject Property with Installed Monument Sign

DEVELOPMENT PROPOSAL

The church had a site plan prepared by a licensed engineer and received site plan approval in December 2021 to construct a ±9,100 square-foot building, along with associated site improvements on the subject property (Case No. 21-80000004). The church initially anticipated construction of the permanent facility to start in Fall 2022. However, due to high construction costs and material shortages at that time, the church focused on paying off the mortgage for the subject property and revising the approved site plan to add an auditorium building and more parking in addition to the previously approved church building. The church now anticipates construction to start in Summer 2024.

Figure 2: Applicant's Proposed Site Plan

According to the Government/Public Use (GPU) zoning district, a house of worship is a permitted use in the GPU zoning district, so the proposed Conditional Use is consistent with the subject property's current zoning. Typically, the use of a site is associated with a developed permanent building; however, in this case, the use could occur outside and without a building. The church has been using the site for this use for the past four years, and there have not been any complaints.

REVIEW CRITERIA

When reviewing an application for a Conditional Use, the Planning Commission and City Council must consider the following requirements and criteria [Chapter 18, Section 1(d)(2) of the Land Development Code]. During the review of the 2020 Conditional Use request and the 2022 Extension, the Planning Commission and City Council found that the proposed use met these requirements and criteria.

(a) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.

No adverse impacts to adjoining properties and the general public safety are anticipated with the approval of the Conditional Use extension. The property will be accessed through designated access points along Spruce Creek Road and Central Park Boulevard. According to the Code of Ordinances, vehicles are also allowed to park in the Central Park Boulevard parkage, the grass area between the private property line and the paved public street, subject to approval from the owner of the property abutting the public street.

According to the latest traffic counts for Central Park Boulevard, Hensel Road, and Spruce Creek Road, capacity exists on these roadways to accommodate the Conditional Use and future development of this property. The church would only use the site on weekends for worship and small group meetings on weekdays. Therefore, staff does not anticipate any adverse impacts to the safety of the general public. The church has been using the site for this use for the past four years, and there have not been any complaints about adjoining properties being adversely impacted.

(b) Off-street parking, loading, and service areas shall be provided and located such that there is no adverse impact on adjoining properties beyond that generally experienced in the district.

This criterion is met. Parking will be provided throughout the grassed site. The applicant does not plan to develop impervious parking areas as part of the Conditional Use. The intent is to have members of the church park throughout the site in designated grass parking areas. According to the church, the anticipated number of guests is between 200 to 250. Based on the parking requirements in the Land Development Code, 66 to 84 parking spaces would be needed. According to the applicant, there has been sufficient space for church members to park on the subject property over the past three and a half years.

The church has designated multiple areas for parking, so areas are not overutilized and become rutted, uneven, unable to drain properly, unsightly, or unmaintained. According to the Land Development Code, if grassed parking areas are utilized so as to become rutted, uneven, unable to drain properly, unsightly, or unmaintained, the city may require that the area be paved. In addition, parking within the parkage along Central Park Boulevard occurs occasionally and is permissible by the Code of Ordinances and the abutting property owner (Christ the King Community Church Port Orange, Inc.).

(c) Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.

This criterion is met. The existing landscaping along the property lines and rights-of-way will remain and serve as the buffer. The applicant will be required to maintain the landscaping on-site during the duration of the Conditional Use. In addition, landscaping was installed around the base of the monument sign.

(d) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district to the greatest extent possible and be sensitive to surrounding development.

This criterion will be addressed with the submittal of building permits for the permanent facility, consistent with the approved site plan. Items that will remain on-site to facilitate the use of the site as an outdoor church will be required to be screened, such as the equipment trailer, portable toilet, garbage cans, etc. The applicant is aware of these necessary improvements. As part of the 2020 Conditional Use approval, a permanent sign was installed with additional architectural and landscape treatment.

The applicant is aware that tents greater than 10’ x 10’ require a building permit to ensure proper installation and must be submitted to install a tent if there is pending inclement weather over a weekend so that service can occur. The applicant is also aware that the timeframe the tent could remain up would be limited. To date, the applicant has complied with this requirement.

(e) Size, location, or number of conditional uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.

This criterion is met. The 2020 Conditional Use approval established the first use of this type in this area, and as an interim use, it will be removed once the permanent church is built. The conditional use is intended to establish a timeframe and parameters for the temporary use of the site for outdoor church service until their permanent building is constructed.

In granting a Conditional Use, the Planning Commission may recommend, and the City Council may prescribe, appropriate conditions and safeguards to ensure compliance with the requirements of the Land Development Code. Such conditions may include time limits for the duration of the Conditional Use, specific minimum or maximum limits to regular

code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter.

RECOMMENDATION

Based on the findings of this report, Staff recommends **approval** of the Conditional Use extension to allow Christ the King Church to continue to hold outdoor church services and other church-related programs for an additional three years while site construction on the permanent facility is completed, subject to the following conditions:

1. The Conditional Use will expire on July 21, 2027.
2. No more than one food truck/coffee vendor for church services.
3. Site lighting may emit no more than 0.5 foot-candles at the property line and will not spill over onto adjacent properties and rights-of-way.
4. Sound or noise projecting from this shall not exceed a dBA of 60 between the hours of 7:00 am and 10:00 pm and a dBA of 50 between 10:00 pm and 7:00 am. The permit holder will be responsible for monitoring for noise violations.
5. The Conditional Use is only valid for Christ the King Church.
6. If other events are planned besides activities mentioned in the Conditional Use, a special event permit must be submitted and approved (e.g., Fall Festival).
7. The screening for equipment to remain on site, monument sign, and concrete driveway apron are required to be maintained in good condition.

ATTACHMENTS

Exhibit A – Letter of Request from Applicant
Exhibit B – Concept Plan

EXHIBIT A

Christ the King
COMMUNITY CHURCH

RECEIVED
JAN 11 2024
CITY OF PORT ORANGE

January 11, 2024

Dear Port Orange Planning Team, Planning Board & City Council,

Our Christ the King family is requesting a 24-month extension on our approved Conditional Usage which expires summer of 2024.

We purchased the 7.5 acre lot located at 6015 Spruce Creek Road, Port Orange, FL 32127 in December of 2019. We have worked diligently to clear this property and make it beautiful for our church family to use and for our neighbors to enjoy! This location has served us well over the past 4 years. In addition to our regular weekend services, we have been able to have successful large community gatherings. These include Easter & Christmas Eve services, as well as Trunk or Treat and Church Birthday Picnics. Spruce Creek High School's Cross Country has also used it for their year end banquets over the past few years. Our neighbors often enjoy the beauty of our park like space. It has been a pleasure to offer our property to them!

To date, we have paid off the original mortgage on the property and have a total investment of approximately $780,000 including cost of the property, improvements to the site and architectural and engineering services for our proposed 9,000 square foot multipurpose facility.

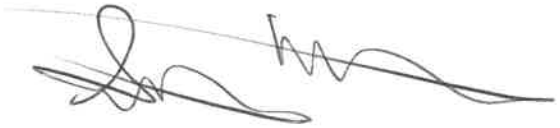
We have signed a contract with Covenant Development Group from Sanford, FL for the construction of our building and are entering the final approval phase of financing with Wesleyan Investment. We have had our initial pre-application meeting with the city and anticipate our site development and building to begin in early spring. We are hopeful that this project can be completed by the winter of 2024.

1 1-19-24

We are asking for a 24-month extension to our conditional usage to allow ample time and contingency for the unexpected in this building process.

Thank you for your consideration and understanding!

Sincerely,



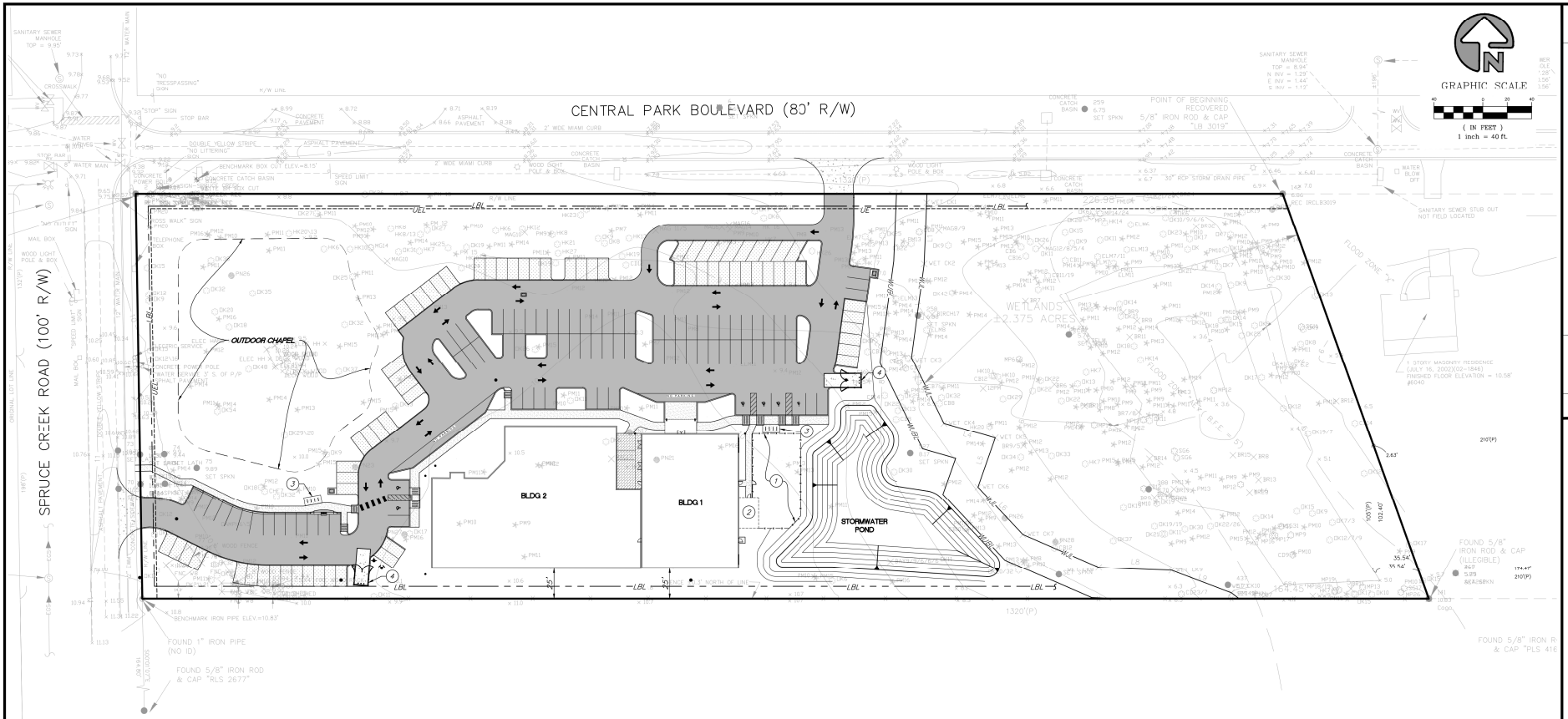
Scott Kirschner, Lead Pastor

(386) 986-8434

Christ the King Community Church Port Orange
Mailing Address: 1723 Creekwater Blvd., Port Orange, FL 32128
Physical Address: 6015 Spruce Creek Road, Port Orange, Fl 32127
www.christthekingportorange.com

1-19-24

EXHIBIT B



SITE DATA

A. Tax Parcel ID Number: 6327-01-00-0010

B. Net Developable Area:
- a. Gross Property Area: 7.58 AC
- b. Wetland Buffer Area: (0.29 AC)
- c. Wetland Jurisdictional Area: (2.37 AC)

Total: 4.92 AC

B. Building Areas
1. Phase 1 (Fellowship Hall): 9,124 SF (0.21 AC)
2. Phase 2 (Auditorium): 16,229 SF (0.37 AC)

Total: 25,353 SF (0.58 AC)

C. Floor Area Ratio: 11.78%

D. Required Off-Street Parking:
1 space/3 seats within the Auditorium area or, if there are no fixed seats, 1 space/30 square feet of gross floor area within the main auditorium

1. Auditorium Seating Count: 480 seats

2. Required Parking Spaces: 160 spaces
   a. Paved Parking Spaces (50% min): 80 spaces

E. Provided Off-Street Parking:

	Standard (Paved)	Standard (Unpaved)	Handicap
Phase 1	51	43	4
Phase 2	33	28	2
	84	71	6

Total Provided: 161 spaces

F. Site Coverage Areas (AC)

	Phase 1	Phase 2	Total
1. Buildings	0.21	0.37	0.58
2. Asphalt Pavement	0.46	0.64	1.10
3. Concrete Flatwork & Pavers	0.09	0.08	0.17
4. Grass Parking	0.11	0.16	0.27
5. Pervious Surfaces	0.65	1.85	2.50
6. Stormwater Pond	0.30	0.00	0.30
	1.82	3.10	4.92

G. Landscape Buffer Requirements

	Required	Provided
West (R-10SF)	10	10
North (GPU)	10	10
South (A)	5	5
East (A)	5	5

H. Impervious Surface Areas
Maximum Impervious Area: 3.44 AC (70%)
Proposed Impervious Area: 1.85 AC (38%)

I. Open Space Areas – Required:
Min Open Space Required (20%): 4.92 AC x 0.20 = 0.98 AC

J. Open Space Areas – Provided: 2.50 AC (51%)

K. Bicycle Parking Spaces
1. Required: 05 Per required parking space = 8 spaces
2. Provided: 8 spaces

K. Needed Fire Flow: 1000 gpm.

LEGEND

- ASPHALT PAVEMENT
- 6" CONCRETE FLATWORK
- 4" CONCRETE FLATWORK
- PAVERS
- GRASS PARKING
- LBL LANDSCAPE BUFFER LINE
- PROPERTY LINE
- WL WETLAND JURISDICTION LINE
- WUBL WETLAND UPLAND BUFFER LINE
- UEL UTILITY EASEMENT

KEY NOTES

1. PLAYGROUND
2. FUTURE KITCHEN
3. BIKE RACK
4. DUMPSTER

REV.	DATE	DESCRIPTION	APP'D BY

CHRIST THE KING COMMUNITY CHURCH

SITE PLAN - BUILD-OUT CONDITION

HIGHLAND ENGINEERING, INC.
415 Citrus Tower Blvd.
Clermont, Florida 34711
Office 407-275-7877
Fax. 407-275-7901
CA No. 27612

JOB No.:	TPA-001.04
DESIGNED BY:	RDM
DRAWN BY:	L.A.
APPROVED BY:	RDM
DATE:	04/12/2023
SHEET:	