

**AGREEMENT FOR PROFESSIONAL ENGINEERING
AND ENVIRONMENTAL CONSULTING SERVICES**
For the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

THIS AGREEMENT made and entered into on this 14th day of November, 2023 by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City," located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and **AECOM Technical Services, Inc.**, a California corporation, located at 300 S. Grand Avenue, Suite 900, Los Angeles, California 90071, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Management Project; and

WHEREAS, City issued a Request for Qualifications for such services pursuant to City of Lakeland Request For Qualification No. 3065 (hereinafter RFQ); and

WHEREAS, City awarded the RFQ to Consultant; and

WHEREAS, Consultant has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFQ, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on Nov. 14, 2023 ("Effective Date") and remain in effect for an initial term of six (6) years from the Effective Date unless sooner terminated, as provided herein. Additionally, the parties agree that the term may be extended upon execution of a written agreement between the City and Consultant for up to two (2) additional twelve (12) month periods beyond the initial contract term. However, this option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.
- B. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.
- C. Nothing in this Section shall limit or affect the City's right to terminate this Agreement in accordance with the termination Section set forth in this Agreement.

II. SCOPE OF WORK TO BE PERFORMED

- A. The Consultant hereby agrees to provide the City with Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project, as requested and more specifically outlined in the RFQ, this Agreement, and all of its Appendices, Addenda, Exhibits, Attachments, RFQ Section 3 – Scope of Work, and all subsequent official documents that form the Contract Documents for this Agreement attached hereto and incorporated herein by reference as **Addendum "A."**

III. CHANGES IN THE SCOPE OF WORK

- A. The City may make changes in the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase, decrease, or eliminate any amount of work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City approves any change, a written Addendum to the Agreement will be executed to reflect the changes, and the Consultant shall be compensated for said services in accordance with the terms in Section XI herein.
- B. All amendments and changes thereto shall be performed in strict accordance with the terms of this Agreement as they are applicable.

IV. FEDERAL FUNDING

- A. Funding is provided by HUD through the State of Florida Department of Commerce (DOC) f/k/a Department of Economic Opportunity to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD-designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.
- B. On April 16, 2021, the DEO n/k/a DOC selected the City to receive CDBG-MIT grant funds based on the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation application submitted for the Rebuild Florida Mitigation General Infrastructure Program. The City entered into an Agreement with the DEO n/k/a DOC (Agreement # MT047) on October 27, 2022, to administer these mitigation disaster funds.

V. SCHEDULE

- A. Time is a material element with regard to this Agreement. The Consultant shall perform its services in conformance with the mutually agreed upon schedule consistent with the orderly progress of the services and applicable standard of care under this Agreement. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis. Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.
- B. No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Sections III and XLVIII of this Agreement.
- C. In the event of a delay attributable to the negligent acts or inactions of the Consultant, Consultant shall reimburse the City for its direct cost as caused by the Consultant's delay.

VI. WARRANTIES

- A. Consultant warrants that the services provided hereunder shall conform to all requirements of this Agreement, shall be consistent with recognized and sound engineering practices and procedures, and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- B. Consultant warrants that the personnel furnishing such services shall be fully qualified and competent to perform the services assigned to them and that such guidance given by, and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.
- C. Consultant warrants it is professionally qualified to provide the Scope of Work and is licensed to practice engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.
- D. Subject to the provisions of this Section, should Consultant breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if one year from the date Consultant completes its services under this Agreement, Consultant's services are non-complying, defective, or otherwise improperly performed. City notifies Consultant in writing that an error, omission, or non-compliance has been discovered in Consultant's services, Consultant shall, at the option of City: (a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such non-complying, defective, or otherwise improperly performed services. Nothing herein shall be construed to limit or bar an action brought in a court of law consistent with the applicable statute of limitations period prescribed by Florida law.

VII. INFRINGEMENT

- A. Consultant represents that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses such as reasonable attorneys' fees or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement except to the extent such infringement is based on the willful or negligent infringement by City or its officers, directors, employees, agents, assigns, and servants, or the combination of any Deliverable or Services provided by Consultant under with any method, step, process, product, apparatus, system, technology, or intellectual property not provided by Consultant.

VIII. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical, and professional standards.
- B. The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate in furnishing professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the City's best interest.
- C. The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.

IX. CONTRACT DOCUMENTS

- A. The Contract shall include the fully executed Agreement for Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project (referenced in the RFQ as Appendix "B"), as well as the following documents, which are incorporated herein by reference:

Addendum "A" City of Lakeland 2023-RFQ-020 and all its appendices, addenda, exhibits, and attachments

Addendum "B" City of Lakeland Addenda 1-4 to 2023-RFQ-020 (acknowledged by Consultant)

Addendum "C" City Qualification Requirements and Contract Provisions

Appendix "A" Scoring Criteria, Proof of Publication, Notice of Bid Opening, and Notice of Intent to Award

Appendix "B" Federal Contract Provisions

Appendix "C" State and HUD Contract Provisions

Appendix "D" City's Insurance Requirements (negotiated)

Appendix "E" Consultant's executed Indemnification and Hold Harmless

Appendix "F" City Specification of Safety and Occupational Health Requirements (negotiated)

Addendum "D" Consultant's Required Proposal Submittal Documents Include the following:

Attachment 1 City of Lakeland Request for Qualifications Form (Page 7 of the RFQ signed by the Consultant)

Attachment 2 Consultant's and sub-consultants executed Sworn Statements Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes

Attachment 3 Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they

	are not listed as debarred or suspended.
Attachment 4	Consultant's and sub-consultants executed Non-Collusion Affidavits
Attachment 5	Consultant's and sub-consultants executed Drug-Free Workplace Certifications
Attachment 6	Consultant's and sub-consultants (key employees) executed Disclosure(s) of Lobbying Activities
Attachment 7	Consultant's DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE sub-consultants
Attachment 8	Consultant's executed Indemnification and Hold Harmless
Attachment 9	Consultant's Insurance Certificate(s)

Addendum "E" Consultant's Negotiated Cost Proposal

Attachment B – MT047 Project Budget

Attachment C – MT047 Activity Work Plan

X. CITY'S RESPONSIBILITIES

- A. The City shall provide all available information regarding the Project to the Consultant and provide direction to the Consultant consistent with the terms and conditions of this Agreement. Consultant is entitled to reasonably rely upon the accuracy, completeness, currency, and non-infringement of the information provided by City.

XI. INDEPENDENT ESTIMATES, COST PROPOSAL, AND COST/PRICE ANALYSIS

- A. Pursuant to § 200.324, the City made and documented independent estimates before receiving bids or proposals.
- B. The City requested a cost proposal from the Consultant with the following parameters:
1. The cost proposal shall be broken down by deliverable with a not-to-exceed fee and cost, showing each element of the fees and costs and totaling a not-to-exceed cost for the total project. Professional fees shall include wages, salaries, taxes, insurance, and overhead. Hourly salary rates and unit prices for materials, testing, etc., shall remain firm for the duration of the contract.
 2. The City shall negotiate the Consultant's profit as a separate element of the contract (required when there has been no price competition).
 3. Not-to-exceed costs shall include a breakdown of the professional fees and costs for each deliverable, showing all elements of the professional fees and costs, except profit.
 4. To determine the reasonableness of the proposed fees and costs, the City then conducted a cost/price analysis of the Consultant's final cost proposal using the appropriate set of cost principles.
 5. The City evaluation team conducted all subsequent contract negotiations, resulting in a total not-to-exceed cost for the project. Accordingly, the Consultant's Negotiated Cost Proposal is attached hereto and incorporated herein by reference as **Addendum "E."**
 6. Failure to reach an agreement on fees and costs shall cause this Agreement to terminate.

XII. CONSULTANT INVOICING, NARRATIVE OF WORK ACCOMPLISHED, AND UPDATED SCHEDULE

- A. The City agrees to pay or compensate the Consultant for the professional services and eligible reimbursable expenses as set forth in the Agreement and calculated pursuant to the negotiated Consultant's Cost Proposal herein.
- B. Consultant shall be paid on a fixed price (single amount paid upon completion of specified tasks) or fixed rate (cost per unit of commodity or service) or Cost Reimbursement (not-to-exceed limit applies) or a combination of both methods when appropriate.
- C. Consultant's invoices shall be submitted on the City's approved invoice template form provided and shall contain the Project Phase Number, Activity and/or Task Deliverable Number (a minimum of one (1) project task on a per completed task basis), Dates of Service, Units Used, Units Remaining, Description of Work Completed, Invoice Amount Per Deliverable, Payroll Documentation for AECOM and sub-consultants,

- D. Cost Receipts and Canceled Checks as detailed on the City's approved invoice template form reflective of the current **Attachment B** – MT047 Project Budget and **Attachment C** – MT047 Activity Work Plan to the Subrecipient Agreement with the State of Florida.
- E. Consultant shall, at a minimum, submit an invoice for services rendered and eligible reimbursable expenses incurred on a quarterly basis.
 - 1. Professional services and eligible expenses shall then be categorized under the appropriate Work Phase, Activity/Task/Unit, or Deliverable Number with a brief description of the Activity/Task/Unit or Deliverable accomplished, Dates Completed (on or before the End Date), Cost/Expense, Budget Allocation Amount and Budget Remaining Amount for each element of the invoiced work.
 - 2. Invoices will be based upon the Consultant's actual expenses incurred and actual work performed per individual and evidenced by certified payroll within the billing period.
 - 3. Invoices shall include monthly timesheets that state the name and classification of each independent professional associate, consultant, and/or sub-contractor employed by the Consultant who performed services within the billing period; the number of hours worked by each person and their associated hourly salary cost.
 - 4. Invoices shall be sub-totaled by Work Phase and Activity accomplished with a cumulative total billing amount on the bottom of each statement. The total compensation earned will then have previous invoice billings deducted for a net payment due.
 - 5. Reimbursable/eligible expenses shall be evidenced with paid receipts rendered during the preceding month.
- F. Consultant, with the Invoice, shall provide a written narrative of the work accomplished during the invoice period, a revised/updated **Attachment B** – MT047 Project Budget, and **Attachment C** – MT047 Activity Work Plan (to the Subrecipient Agreement with the State of Florida) and a justification if any changes to the project Budget or Activity Work Plan is needed.
- G. Failure to follow the above-referenced invoicing requirements will cause the City to withhold payment.

XIII. CONSULTANT PAYMENT

- A. The Consultant agrees that the City reserves the right to withhold any amounts deemed to be in question or in advance of actual work progress and must provide the Consultant with a written explanation of the billing amounts in question. Funds may not be moved between the noted Deliverables without the prior written approval of the City and be based upon a detailed written request by the Consultant and with the understanding that the internal reallocation will not result in a need to increase the total maximum compensation for the stated Scope of Work for the project. Any amount indicated for a specific Phase of work (e.g., Feasibility Study, Design, or Construction Services) shall only be utilized for that Phase of work. Should any services be needed that are out of scope, the Consultant will provide a detailed written Change Order request for the authorization of said additional services, complete with justification and a not-to-exceed estimate of additional costs. The City must approve Change Orders. Any additional work performed without prior written authorization will be at Consultant's sole cost and viewed as non-compensable.
- B. Payments due Consultant under this Agreement shall be made by check and mailed to the address or Post Office Box identified in the remittance instructions on the Consultant's most recent invoice or via Automated Clearing House (ACH) payments.
- C. All payments shall be made to Consultant in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

XIV. NON-COMPENSATED SERVICES

- A. The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced, and/or developed by the Consultant or any Consultant Representative.
- B. The Consultant shall not be compensated for any services required to bring any deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Equal Employment Opportunity) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

XV. INSURANCE REQUIREMENTS

- A. Consultant shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Appendix "E" and attached hereto as Addendum "C." The Consultant's Certificate of Insurance(s) in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement (referenced in Appendix "E") is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.
- B. The City reserves the right to change or alter the above-referenced insurance requirements as it deems necessary.

XVI. INDEMNIFICATION

- A. Consultant shall indemnify, pay the cost of defense, including reasonable attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by Consultant in accordance with the indemnification provision set forth in Appendix "F" of the RFQ, and the Consultant's executed Indemnification (referenced as Attachment 8) is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.
- B. The provisions of this Section are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

XVII. DELIVERABLES

- A. Deliverables are defined as reports, studies, findings, specifications, plans, or anything else that is the end product of work performed by the Consultant for the City. Within such time constraints as may be set forth in the Scope of Work and Activities, the Consultant shall submit to the City the deliverables identified in the Scope of Work and Activities.

XVIII. OWNERSHIP OF DELIVERABLES AND DOCUMENTS

- A. Upon payment by City to Consultant, the City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing the final payment to the Consultant.
- B. Upon payment by City to Consultant, the City shall solely own all studies, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the Consultant or its sub-consultants in rendering services pursuant to this Agreement shall be the sole property of the City and have access to the reproducible copies at no additional cost other than printing. In no event shall Consultant be liable or responsible to anyone for the City's use of any such information or material in another project or following the termination of this Agreement any modification or change to the information or material, or any use by a third party.

XIX. RIGHT TO INSPECTION

- A. City, or its affiliates, shall at all times have the right to review or observe the services performed by Consultant.
- B. City, or its designated representative, shall have the right to review and inspect all of the accounting records for salaries and expenses the Consultant maintains for the work performed for the City. Such inspection shall be at the City's expense and shall occur during normal business hours.
- C. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

XX. PROGRESS MEETING

- A. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of this Agreement. Consultant's Project Manager and all other appropriate personnel and stakeholders shall attend such meetings as designated by the City's Project Manager. Consultant shall be compensated at the billing rates set forth in this Agreement.

XXI. SAFETY

- A. Consultant agrees to comply with City's safety standards while on City property. A listing of the City's standard Specification of Safety and Occupational Health Requirements (referenced as Appendix "F") is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.
- B. Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services hereafter.

XXII. REASONABLE ACCESS

- A. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises for purposes of fulfilling its obligations under this Agreement.

XXIII. SUBCONTRACTS

- A. The Consultant may hire or use sub-contractors or sub-consultants in connection with the performance of the Consultant's obligations under this Agreement. Unless the context clearly indicates otherwise, the terms "sub-contractor" and "sub-consultant" shall be interchangeable in this Agreement, and the terms "sub-contract agreement" and "sub-consulting agreement" shall likewise be interchangeable in this Agreement.
- B. The Consultant shall give advance notification to the City's Project Manager of any proposed sub-contract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:
 - A description of the supplies or services called for by the sub-contract or change to an existing sub-contract.
 - Identification of the proposed sub-contractor and an explanation of why and how the proposed sub-contractor was selected.
 - The proposed sub-contractor fees and costs.
- C. The Consultant shall be responsible for negotiating the terms and conditions of each sub-contract agreement. The Consultant is also solely responsible for ensuring that each sub-contractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each sub-contractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless otherwise approved by the City in writing) and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.
- D. The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this Section.

XXIV. DISPUTE RESOLUTION

- A. In the event of any dispute under this Agreement that cannot be readily resolved, it shall be referred to the appropriate executives of the City and Consultant for negotiation and resolution as described below:
 - Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as

- provided herein.
- B. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.
 - C. If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:
 - D. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and
 - E. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.
 - F. The Parties regard the aforesaid obligation to mediate as an essential provision of this Agreement and one that is legally binding on them. Accordingly, in case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.
 - G. If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.
 - H. The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement, provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its reasonable judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section.

XXV. SUSPENSION OF SERVICES

- A. The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all sub-contractual relationships.
- B. If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section. In that case, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section XLVII of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section XXV.
- C. If a Suspension of Services Order is not canceled and the City terminates this Agreement for convenience, the City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City with all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective termination date. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement, and the City shall have no other liability to the Consultant related to the termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

XXVI. CANCELLATION

- A. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Consultant of its intention to cancel, or with cause, if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the Consultant to comply with any of the provisions of this Agreement shall be considered a material breach of contract. It shall be cause for immediate termination of the Agreement at the discretion of the City.
- C. In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the RFQ or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.
- D. In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Consultant, in writing, of such occurrence, and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

XXVII. PROHIBITION OF CONTINGENT FEES

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of the making of this Agreement. In the event of a breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

XXVIII. PROHIBITED INTEREST

- A. No appointed or elected official or employee of the City shall have any direct or indirect interest in this Agreement or the proceeds thereof.

XXIX. FINDINGS CONFIDENTIAL

- A. Subject to the requirement of Florida laws regarding public records and Section LXIII of this Agreement, all Deliverables produced or developed by the Consultant or any City data available to Consultant pursuant to this Agreement shall not be made available to any individual or organization other than any Consultant's Representative by the Consultant without prior written consent from the City.

XXX. COMPLIANCE WITH LAWS AND REGULATIONS

- B. Consultant shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to perform of this Agreement.

XXXI. FEDERAL CONTRACT PROVISIONS

- A. Consultant shall comply with all applicable Federal laws, rules and regulations, procedures, executive orders, HUD, DOC, CBDG-MIT policies, Federal constitutions, procedures, and directives incorporated herein.
- B. Consultant shall incorporate the applicable 2 CFR Appendix II to Part 200 contract provisions into all sub-consultant contracts and ensure compliance in all construction contracts and sub-contracts (referenced in the RFQ as Appendix "C") is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement. These include the following:
 - Remedies – 2 CFR 200 Appendix II (A)
 - Termination for Cause and Convenience - 2 CFR 200 Appendix II (B)
 - Equal Employment Opportunity – 2 CFR 200 Appendix II (C)
 - Davis-Bacon Act – 2 CFR 200 Appendix II (D)

- Contract Work Hours and Safety Standards Act – 2 CFR 200 Appendix II (E)
- Rights to Inventions Made Under a Contract or Agreement – 2 CFR 200 Appendix II (F)
- Clean Air Act – 2 CFR 200 Appendix II (G)
- Debarment and Suspension – 2 CFR 200 Appendix II (H)
- Byrd Anti-Lobbying Amendment – 2 CFR 200 Appendix II (I) and 24 CFR §570.303
- Procurement of Recovered Materials – 2 CFR 200 Appendix II (J)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – 2 CFR 200 Appendix II (K)
- Domestic Preferences for Procurements – 2 CFR 200 Appendix II (L)

XXXII. STATE AND HUD CONTRACT PROVISIONS

- A. Consultant shall comply with applicable State and U.S. Department of Housing and Urban Development (HUD) regulations (referenced in the RFQ as Appendix “D”) and attached hereto as **Addendum “C”** and incorporated herein by reference throughout the term of this Agreement. Consultant shall conform and incorporate the applicable State and HUD Contract Provisions into contracts with all sub-consultants.

XXXIII. LOCAL LAWS, RULES, REGULATIONS, STANDARDS, AND ORDINANCES

- B. Consultant shall comply with all requirements of local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.
- C. The Consultant shall also comply with the City’s policies and procedures, executive orders, and any technical standards provided to the Consultant by the City.

XXXIV. GENERAL PROVISIONS

- A. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified, and existing entity authorized to do business under the laws of the State of Florida and (ii) all appropriate authority exists to duly authorize the person executing this Agreement to execute the same so and fully bind the party on whose behalf he or she is executing.
- B. This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant, and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.
- C. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- D. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- E. Each appendix, exhibit, and attachment to this Agreement, including attachments to an appendix, exhibit, and materials referenced in an appendix or exhibit, is an essential part hereof and is incorporated herein by reference.
- F. No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- G. The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. However, in the event the City is placed on notice of intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant’s expense to respectively prevent or remove and discharge the lien.
- P. Subject to the requirements of Florida public records Laws, neither party shall use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- H. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally

available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

XXXV. RECORDS AND AUDITS

- A. The Consultant shall keep accurate books, records, and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. The Consultant shall keep all such books, records, and documentation and shall be open to examination, audit, and copying by the City during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Consultant shall bear the costs associated with retaining books, records, and documentation. Nothing herein shall be construed to allow the destruction of records that may be required to be retained longer by the statutes of the State of Florida.

XXXVI. PRECEDENCE OF DOCUMENTS

- A. In the event of an inconsistency or conflict, the following order of precedence shall govern (i) this Agreement, exclusive of each Appendix, Exhibit, and Attachment; the attachments to and materials referenced in an Appendix or Exhibit; (ii) the Appendices to this Agreement, exclusive of the Attachments and Exhibits to and materials referenced in an Appendix, (iii) and the attachments to and materials referenced in an Appendix or Exhibit.

XXXVII. CITY-AUTHORIZED AUTHORITY

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Commission pursuant to the City Charter or applicable Laws.

XXXVIII. SUSPENSION AND DEBARMENT

- A. Consultant and its sub-consultants must certify, pursuant to 49 CFR Part 29, that its firm(s): (1) are not presently suspended or debarred as and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Consultant agrees that any contract awarded to Consultant or its sub-consultants will be subject to termination by the City if Consultant or its sub-consultants fail to comply or maintain such compliance.
- B. Consultant's qualification submittal included a dated copy of the search results from SAM for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended. The search results (referenced as Attachment 3) are attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

XXXIX. PUBLIC ENTITY CRIMES

- A. A person or affiliate who has been placed on the convicted vendor 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. Consultant's qualification submittal included executed originals of the Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes certifying Consultant and its sub-consultants do not

appear on the convicted vendor list following a conviction for a public entity crime. The executed Sworn Statements (referenced as Attachment 2) are attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

XL. CONFLICT OF INTEREST/NON-COLLUSION

- A. The award hereunder is subject to Chapter 112, Florida Statutes. Accordingly, all respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Consultant or sub-consultant firm(s) or any of its branches. Additionally, the respondents and all sub-respondents shall certify that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that there is no financial interest in or affiliation in a business way with any other respondent on the same land or improvements.
- B. Consultant's qualification submittal included an executed original of the Non-Collusion Affidavit for its firm and all sub-consultants (referenced as Attachment 4) is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

XLI. DRUG-FREE WORKPLACE CERTIFICATION

- A. The Consultant and its sub-consultants shall maintain a drug-free workplace as set forth in Subpart B or part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
- B. Consultant's qualification submittal included an executed original of the Drug-Free Workplace Certification for its firm and all sub-consultants (referenced as Attachment 5) is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

XLII. DISCLOSURE(S) OF LOBBYING ACTIVITIES

- A. (31 U.S.C. §1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.
- B. Consultant's qualification submittal included an executed original of the Disclosure(s) of Lobbying Activities for its firm and all sub-contractors (referenced as Attachment 6) is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

XLIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE), MINORITY BUSINESS ENTERPRISE (MBE), WOMEN'S BUSINESS ENTERPRISE (WBE) CERTIFICATION

- A. The City strongly encourages the solicitation and use of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Disadvantaged Business Enterprises, Section 3, and Labor Surplus Area Firms and documents efforts in accordance with CFR 200.321(a-b).
- B. If the Respondent is a designated DBE/MBE/WBE firm, the Respondent submitted with the Proposal the appropriate certification(s) (referenced as Attachment 7) is attached hereto as **Addendum "D"** and incorporated herein by reference throughout the term of this Agreement.

If the Respondent is not a DBE/MBE/WBE firm, the Respondent must meet the following criteria:

1. Achieve DBE/MBE/WBE certified sub-consultants
OR
2. If unable to utilize DBE/MBE/WBE certified consultants, must be able to submit documentation

detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE sub-consultants. Respondent must submit with the Proposal the appropriate documentation as Attachment 7.

If the Respondent elects to subcontract with any firm for any portion of the work (including prime contractors and sub-contractors), the Respondent shall:

- a. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- b. Establish delivery schedules where the requirement encourages participation by small and minority businesses and women's business enterprises.
- c. When appropriate, utilize the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XLIV. THE SECTION 3 PROGRAM

- A. The Section 3 Program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. If the Respondent is not a Section 3 firm, the Respondent must make "Good Faith Efforts" to utilize Section 3 sub-consultants by visiting the following link to HUD's Section 3 Opportunity Portal to match Section 3 business enterprises in the closest metropolitan area available for contracting opportunities: <https://portalapps.hud.gov/Sect3BusReg/BRegistry/SearchBusiness>

XLV. E-VERIFY

- A. E-Verify is an internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- B. In accordance with Section 448.095, F.S., the State of Florida expressly requires the following:
 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system for a new employee's employment eligibility.
 3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

XLVI. CONTRACT ADJUSTMENTS OR CHANGES IN THE SCOPE OF WORK

- A. The City may change the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase, decrease, or eliminate any amount of work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City approves any change, this Agreement may be amended to reflect the changes and authorized in writing by the City's and Consultant's designated representative.
- B. The Consultant shall be compensated for said services in accordance with the terms of Section XI herein.
- C. All the City's amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

XLVII. DOCUMENTS

- A. Upon City's or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, Consultant shall provide City or its designated Project Manager with a copy of all documents prepared by Consultant under this Agreement or any Task Authorization hereunder.
- B. The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Act Law pursuant to Florida Statute Chapter 119.

XLVIII. ASSIGNMENTS AND SUBCONTRACTS

- A. Consultant shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior written consent of City.
- B. If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- C. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant, who shall take immediate steps to remedy the situation. City shall also be given direct access to the subcontractor.
- D. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City's Risk Manager.

XLIX. INDEPENDENT CONSULTANT

- A. At all times during the term of this Agreement, Consultant shall be considered an independent contractor. As such, Consultant is responsible for reporting any taxable income they receive from the City, as required by the IRS.

L. DEFAULT

- A. Each of the following shall constitute a default under this Agreement: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; or (c) Consultant fails to comply with any of the terms, conditions, or provisions of this Agreement. If during the term of this Agreement, Consultant shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until City gives written notice of default to Consultant with at least ten (10) days to cure such default. If Consultant fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Consultant shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed work. In addition to the remedies available hereunder, the City shall have the right of offset from sums or payments otherwise due the Consultant any sums or amounts which the Consultant may owe to the City pursuant to the provisions of this Agreement or otherwise.

LI. TERMINATION FOR CONVENIENCE

- A. The performance of the Scope of Services under this Agreement may be terminated, in whole or in part, by the City for any reason whenever the City's Project Manager determines that such termination is in the City's best interest. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- B. Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- C. The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City with all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective termination date. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the City for convenience, and the City shall have no other liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

LII. TERMINATION FOR DEFAULT

- A. The City may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement, and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.
- B. In the event of termination of this Agreement pursuant to Section L above, the City shall not be obligated to make any further payment to the Consultant hereunder until such time as the City has determined all costs, expenses, losses, and damages which the City may have incurred as a result of such default by the Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses, and damages so incurred by the City against any amount due Consultant under this Agreement.
- C. Consultant shall be permitted to terminate this Agreement if City commits a material breach of the Agreement, including failure to make payment to Consultant in accordance with this Agreement, and City does not cure such breach within twenty (20) days of receipt of written notice from Consultant.
- D. Nothing contained in this Section shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

LIII. FORCE MAJEURE

- A. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot, war; sabotage; labor strikes; terrorism; pandemic; court injunction or order, federal and/or state law or regulation; order by any regulatory agency; extraordinary weather events, acts of governmental or regulatory entities or cause or causes beyond the reasonable control of the party affected; extraordinary breakdown of, or damage to, City's generating plants or equipment; provided that prompt written notice of such delay is given by such party to the other, and each of the parties to this Agreement shall use diligent, commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in the performance resulting from a Force Majeure event.
- B. In the event of a delay in performance excusable under this Section, the performance of work will be extended by a period of time reasonably necessary to overcome the effect of such failure or delay upon mutual written agreement of the parties. However, if any circumstances of Force Majeure remain in effect for forty-five (45) days, either party may terminate this Agreement. Consultant shall be entitled to a change in compensation to the extent such a delay results in any increase in the time or costs necessary to perform the Services under this Agreement, or the parties may agree to terminate the Agreement.

LIV. NOTICE

- A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals, and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

AECOM TECHNICAL SERVICES, INC., CONSULTANT:

110 East Broward Blvd. Suite 700

Fort Lauderdale, FL 33301

Address

Attention: Shirley Stark

Phone: 954.592.7268

Email: Shirley.Stark@aecom.com

CITY:

Technical

Laurie Smith, Manager, Lakes & Stormwater
City of Lakeland, Public Works Department
407 Fairway Avenue
Lakeland, FL 33801
(863) 834-6276
Email: laurie.smith@lakelandgov.net

Contractual

Lana Braddy, Special Projects Coordinator
City of Lakeland, Public Works Department
407 Fairway Avenue
Lakeland, FL 33801
(863) 834-3327
Email: lane.braddy@lakelandgov.net

- B. Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in subsection A above.

LV. JURISDICTION, VENUE, AND GOVERNING LAW

- A. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors, and assigns. The venue for any action brought in state court shall be in Polk County, Florida. The venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

LVI. HEADINGS

- A. Section headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

LVII. SEVERABILITY

- A. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

LVIII. WAIVER AND ELECTION OF REMEDIES

- A. Waiver by either party of any term, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- B. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

LIX. ENTIRE AGREEMENT

A. This Agreement, including Schedules, Attachments, Appendices, and Exhibits attached hereto, constitutes the entire agreement between the City and Consultant with respect to the services specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

LX. THIRD-PARTY RIGHTS

A. Except as otherwise expressly contained in this Agreement, there are no other third-party intended beneficiaries.

LXI. TRUTH-IN-NEGOTIATION CERTIFICATE

A. Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions hereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

LXII. PUBLIC RECORDS

IF THE CONSULTANT 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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statutes Chapter 119.0701, the Consultant shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City. Consultant shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform services pursuant to the contract. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

LXIII. PRE-EXISTING CONDITIONS

- A. Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and City acknowledges that Consultant does not act in the capacity nor assume the status of, City or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges that Consultant has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent or the release thereof at any property or site on which the Services are performed that occurred prior to the date on which performance of Services commenced.

LXIV. CITY CONTRACTORS

- A. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be responsible or liable for the acts or omissions of any other consultants, contractors, or parties engaged by City nor for their construction or other means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

LXV. RECORDS RETENTION

- A. The Consultant shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow City, DOC, or its designee, CFO, or Auditor General access to such records upon request. The Consultant shall ensure that audit working papers are made available to City, DOC, or its designee, CFO, or Auditor General access to such records upon request for a period of six (6) years from the date the audit report is issued unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF LAKELAND, FLORIDA

By: _____

H. William Mutz, Mayor

**AECOM TECHNICAL SERVICES, INC.,
CONSULTANT**

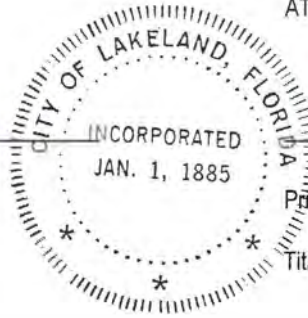
By: _____

Printed Name: Daniel J. Levy

Title: Vice President

ATTEST:

Kelly S. Koos
Kelly S. Koos, City Clerk



ATTEST:

H. William Hor
Printed Name: H. William Hor
Title: Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

Palmer C. Davis
By: Palmer C. Davis
Palmer C. Davis, City Attorney

Addendum "A"

City of Lakeland 2023-RFQ-020 and all its Appendices, Addenda, Exhibits, and Attachments

Addendum B

City of Lakeland Addenda 1-4 to 2023-RFQ-020 (acknowledged by Consultant)

Addendum” C”

City Qualification Requirements and Contract Provisions

Appendix “A”	Scoring Criteria, Proof of Publication, Notice of Bid Opening, and Notice of Intent to Award
Appendix “B”	(See above) Contract and Agreement for Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation
Appendix “C”	Federal Contract Provisions
Appendix “D”	State and HUD Contract Provisions
Appendix “E”	City’s Insurance Requirements (negotiated)
Appendix “F”	City Specification of Safety and Occupational Health Requirements

Addendum" D"

Consultant's Required Proposal Submittal Documents include the following:

- Attachment 1** Consultant's Proposal including the City of Lakeland Request for Qualifications Form (Page 7 of the RFQ signed by the Consultant)
- Attachment 2** Consultant's and sub-consultants executed Sworn Statements Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes
- Attachment 3** Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended.
- Attachment 4** Consultant's and sub-consultants executed Non-Collusion Affidavits
- Attachment 5** Consultant's and sub-consultants executed Drug-Free Workplace Certifications
- Attachment 6** Consultant's and sub-consultants (key employees) executed Disclosure(s) of Lobbying Activities
- Attachment 7** Consultant's DBE/MBE/WBE Certification of Respondent and/or sub-consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants
- Attachment 8** Consultant's executed Indemnification and Hold Harmless
- Attachment 9** Consultant's Insurance Certificate(s)

Addendum "E"
Consultant's Negotiated Cost Proposal

Attachment B – Project Budget
City's Subrecipient Agreement with the State of Florida

Attachment C – Activity Work Plan
City's Subrecipient Agreement with the State of Florida

Addendum "A"

City of Lakeland 2023-RFQ-020 and all its Appendices, Addenda, Exhibits, and Attachments



**RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801**

REQUEST FOR QUALIFICATION

2023-RFQ-020

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES (CCNA) FOR THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS MITIGATION PROJECT

City of Lakeland
1140 E. Parker Street
Lakeland, FL 33801

RELEASE DATE: April 4, 2023

DEADLINE FOR QUESTIONS: May 24, 2023

RESPONSE DEADLINE: May 31, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lakelandgov>

1. NOTICE

REQUEST FOR QUALIFICATIONS

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

FOR THE CITY OF LAKELAND

Tuesday, April 4, 2023

2023-RFQ-020

Qualification packages will be received electronically by the Purchasing Manager via OpenGov, the City's e-Procurement Portal ("Portal"), until 2:00 pm – Wednesday, May 31, 2023. Qualifications received after this specified time and date will not be considered. The sealed qualifications will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Qualification Documents may be accessed by visiting our Website at <https://procurement.opengov.com/portal/lakelandgov> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Qualification Documents are Required for Submittal. Respondents are required to submit their response through the Portal. Respondents shall sign up on the Portal if an account does not exist.

IN ACCORDANCE WITH THE STATE OF FLORIDA CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA), F.S. 287.055. THE CITY OF LAKELAND IS SEEKING THE SERVICES OF QUALIFIED PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES (CONSULTANT) FOR THE PURPOSE OF ASSISTING THE CITY WITH PROGRAMMATIC AND PROJECT OVERSIGHT AND EXECUTION OF THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS MITIGATION PROJECT. THE PROJECT WILL CONSIST OF WETLAND RESTORATION, LAKE BOTTOM SEDIMENT DREDGING, AND THE DEVELOPMENT OF FLOOD MITIGATION INFRASTRUCTURE TO REDUCE FLOOD RISK FOR THE MAY MANOR MOBILE HOME PARK AND SURROUNDING AREAS AND WILL CONSIST OF THREE (3) PHASES: PHASE 1 – FEASIBILITY STUDY; PHASE 2 – DESIGN, PERMITTING, COMMUNICATION AND COORDINATION WITH PROPERTY OWNERS FOR POTENTIAL PROPERTY ACQUISITION AND/OR EASEMENTS AND THE PUBLIC AT LARGE AS WELL AS THE DEVELOPMENT OF A PROJECT IMPLEMENTATION PLAN; AND PHASE 3 – CONSTRUCTION. CONSTRUCTION SERVICES WILL INCLUDE PROJECT MANAGEMENT, CONSTRUCTION ENGINEERING INSPECTION, AND FEDERAL COMPLIANCE OVERSIGHT AND REPORTING. THE PROJECT IS FUNDED BY THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) THROUGH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) PROGRAM TARGETING HUD-DESIGNATED MOST IMPACTED AND DISTRESSED (MID) AREAS, PRIMARILY ADDRESSING THE BENEFITS TO LOW-TO-MODERATE INCOME (LMI) NATIONAL OBJECTIVE WITH AN EXPECTATION OF A SIX-YEAR START-TO-COMPLETION SCHEDULE FOR ALL PHASES. ADDITIONAL INFORMATION MAY BE FOUND IN THE FEDERAL REGISTER, VOL 84, NO 169.

The City of Lakeland is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Disadvantaged Business Enterprises, Section 3 Residents and Businesses, and Labor Surplus Area firms are encouraged to respond to the RFQ.

All Questions regarding this request for qualifications shall be in writing and submitted electronically via the Portal through the Question and Answer tab **before 5:00 pm on Wednesday, May 24, 2023**. Responses will be released on the Question and Answer Tab.

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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

1.3. EXPARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a proposal, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the proposals prior to the time a bid decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal, then in evaluation or any future proposal.

1.4. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

Execution and submittal of the Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes (Attachment 1) shall accompany the Respondent's qualifications submittal.

1.5. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

Execution and submittal of the Drug-Free Workplace Certification (Attachment 4) shall accompany the Respondent's qualifications submittal.

1.6. SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1), is not presently suspended or debarred as and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

Respondent's qualification submittal must include a dated copy of the search results from SAM for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was

Execution and submittal of the Non-Collusion Affidavit (Attachment 3) shall accompany the Respondent's qualifications submittal.

1.12. TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful bidder is attached to this bid as Appendix "B." Please include any exceptions/revisions to the agreement with your submittal for review during the evaluation period.

1.13. OPENGOV PROCUREMENT

The City of Lakeland uses OpenGov, the e-Procurement Portal ("Portal"), to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of the Portal. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the Portal.

1.14. RFQ SUBMITTAL

Respondent shall complete all electronic sections of their response and submit a response before the due date and time identified in the Timeline of this solicitation. Electronic sections may comprise of but are not limited to Contact Information, Addenda Confirmation, Questionnaire, and Company Profile.

The City of Lakeland, at its sole discretion, reserves the right to waive technicalities or irregularities, to reject any or all qualifications, and/or to accept that qualifications which is in the best interest of the City. The award of this request for qualifications, if made, may be based on various considerations, including, without limitation, Respondent's experience and/or qualifications, past experience, standardization, technical evaluation, and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this RFQ to one (1) or more Respondents. There is no obligation to buy. The RFQ, if awarded, will be, in the judgment of the City, the most responsive to the City's needs.

City of Lakeland, Florida

Mark D. Raiford, CPPB

Purchasing Manager

3. SCOPE OF WORK

3.1. PROJECT AND PROGRAM BACKGROUND

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida Department of Economic Opportunity (DEO) would receive funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD-designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

On April 16, 2021, the DEO selected the City of Lakeland (City) to receive CDBG-MIT grant funds based on the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation application submitted for the Rebuild Florida Mitigation General Infrastructure Program. The City entered into an agreement with Florida DEO (**Agreement # MT047**) on October 27, 2022, to administer these mitigation disaster recovery funds.

The project will consist of wetland restoration, lake bottom sediment dredging, and the development of flood mitigation infrastructure to reduce flood risk for the May Manor Mobile Home Park and surrounding areas and will consist of three (3) Phases: Phase 1 - Feasibility Study; Phase 2 – Design, Permitting, Communication and Coordination with property owners for potential property acquisition and/or easements and the public at large, as well as the development of a project implementation plan; and, Phase 3 – Construction with an expectation of a six-year start-to-completion schedule.

The Feasibility Study will evaluate mitigation project activities for eligibility with the HUD CDBG-MIT requirements, coordinate with local, state, and federal permitting agencies, establish the environmental review process, coordinate with private property owners for potential property acquisition and/or easements and the public at large, as well as the development of a project implementation plan.

Upon completion of the Feasibility Study and in accordance with its findings, the City, with the assistance of the awarded Consultant Firm, will submit a revised scope of work, project schedule, and detailed project budget reflective of the study results for DEO's review and close-out of the feasibility study prior to commencing Phase 2 and Phase 3.

3.2. PURPOSE OF RFQ

The purpose of this Request for Qualifications (RFQ) is to obtain Professional Engineering and Environmental Consultant Services to assist the City with programmatic and project oversight and execution of the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project.

3.3. PROCUREMENT PROCESS

To ensure a fair, open, and competitive procurement process, the City has adopted federal regulations 2 Code of Federal Regulations (CFR) 200.317-326, including:

1. Broad advertisement and distribution of RFQ with a goal of receiving a minimum of three (3) responses.
2. If using a prequalified list of persons, firms, or products to acquire goods and services, procurement shall be conducted in compliance with §200.319(d).
3. Adequate time for firms to prepare their responses.
4. A clear statement of the required elements of the RFQ.

Flood Hazard and Debris Mitigation Project, the Respondent shall be responsible for all work performed by any sub-consultant, and the Respondent shall not be relieved of any obligations under the Agreement.

The Respondent shall identify each sub-consultant it intends to outsource any part of its services and submit all relevant data required to establish, to the City's satisfaction, each sub-consultant's reliability and responsibility to furnish and perform the work proposed.

The City reserves the right to disqualify any sub-consultant, vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-consultants and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

Respondent Procurement – The Respondent and the City shall ensure that any procurement involving funds reimbursable or payable by CDBG-MITIGATION complies with all Federal and State laws and regulations, to include 2 CFR 200.318-200.326 as well as Appendix II to CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") attached hereto as **Appendix "C"** to this RFQ. **Additionally, Respondent must incorporate into its contracts with such sub-consultants and vendors an indemnification clause holding the Federal Government, its employees and/or their contractors, and the City and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contracts.**

3.6. MANDATORY CONTRACT PROVISIONS

This is an acknowledgment that DEO CBDG-MITIGATION financial assistance may be used to fund the negotiated Contract and Agreement for Engineering and Environmental Consulting Services For The Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project and a future construction contract. The awarded Respondent will comply with all applicable Federal laws, regulations, executive orders, CDBG-MIT policies, procedures, and directives attached hereto as **Appendix "D."** The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the construction contract. Any contract awarded by the City must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200, attached hereto as **Appendix "C."**

3.7. QUALIFICATION REQUIREMENTS

Qualified Professional Engineering and Environmental Consultant Firms must:

A. Provide firm certifications and licenses (local business license, Florida engineer licenses, and Florida professional licenses), including sub-consultants (surveying, geotechnical, construction engineering inspection, compliance oversight, right-of-way, etc.).

B. Demonstrate proven project and program management skills and technical competence in all phases of lakes and stormwater management; development, design, and execution of engineered Best Management Practices (BMPs) and engineered structures for flood control and abatement; expert knowledge of state and federal grant management rules and requirements; public education and outreach; and a thorough knowledge of local, state and federal permitting requirements and regulatory compliance.

C. Demonstrate proven experience overseeing, implementing, and managing multi-million dollar State and Federal grant projects and programs; have a thorough knowledge of the Federal Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) in the areas of

B. Completion of a feasibility study to evaluate mitigation project activities for eligibility with CDBG-MIT requirements; confirm the project scope, technical design, approach, budget, and schedule to include the following:

1. Completion of floodplain management, environmental requirements review, and constructability study that consists of:

a. A floodway encroachment analysis to evaluate the hydraulic impact of the proposed project in the regulatory floodway, per 44 CFR § 60.3(d)(3). Elements of the encroachment analysis will include topographic surveys, wetlands delineation, bathymetric and sediment thickness studies, and a LiDAR survey.

b. In accordance with 44 CFR § 60.3(d)(3) and prior to construction, the Consultant shall prepare any necessary documentation and receive Federal Emergency Management Agency (FEMA) approval for any requests for revisions to the Flood Insurance Rate Map (FIRM).

c. The Consultant will define the necessary local, State, and Federal permitting requirements and conduct early coordination pre-application meetings with respective agencies. Those agencies may include the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), and the United States Army Corp of Engineers (USACE). This effort will also include defining all applicable environmental resources, construction, and building permits.

PHASE 2 – DESIGN, PERMITTING, COMMUNICATION, AND COORDINATION WITH PROPERTY OWNERS FOR POTENTIAL PROPERTY ACQUISITION AND/OR EASEMENTS AND THE PUBLIC AT LARGE, AS WELL AS THE DEVELOPMENT OF A PROJECT IMPLEMENTATION PLAN

A. Assist the City with the identification of property required to obtain easements or property acquisition for project implementation, including:

1. Coordination with property owners in accordance with Uniform Relocation Act requirements and HUD Handbook for Tenant Assistance, Relocation, and Real Property Acquisition Handbook (Handbook 1378).

2. Conduct necessary surveys, site inspections, and appraisals; calculate subcontractor fees, real estate fees, and all other materials necessary to value and purchase the land required to access the site; complete construction, including all necessary wetland dredging and flood relief infrastructure.

3. Assist the City with stakeholder coordination and completion of community engagement and outreach activities.

4. Develop work plans for field activities, including health and safety, emergency response, field sampling, and quality assurance.

5. Complete surveys, field data collection, laboratory analysis, and reporting for construction design, feasibility for wetland restoration, sediment dredging, and flood relief infrastructure activities, including:

a. sediment sampling and analysis,

b. geotechnical assessment of the project area to evaluate the suitability of project locations for construction,

c. groundwater study utilizing monitoring wells and seepage meters, and

d. treatability testing, including but not limited to chemical amendments (bench testing and field testing)

6. Complete design plans and drawings for all project components, including wetland restoration, sediment dredging, and flood relief infrastructure at 30%, 60%, 90%, and 100%, final signed and sealed.

d. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor);

e. Section 3 Participation Report (Construction Subcontractor), and

f. Documentation for Business Claiming Section 3 Status (if applicable).

11. regulatory compliance and recordkeeping activities (i.e., Davis-Bacon, Section 3, DBE/MBE/WBE, and Labor Surplus Area Firms), including all designated HUD, CBDG-MIT, State, and Federal regulatory requirements, and others as instructed;

12. preparation of close-out reports and documentation.

3.10. COMPLIANCE WITH ALL OTHER STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

In addition to the provisions set forth in this RFQ, its attachments, and appendices, the successful Respondent agrees that it will comply with all other Federal and State laws, regulations, and executive orders that may be applicable to the Work which it performs pursuant to this RFQ and the Professional Engineering and Environmental Consulting Services Agreement, including, but not limited to, any and all provisions that are required under the State of Florida Department of Economic Opportunity Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement with the City of Lakeland. See **Appendix "C"**– Federal Contract Provisions and **Appendix "D"** – State & HUD Contract Provisions applicable to Respondent and pass-through agencies (i.e., sub-consultants, construction contractors, and sub-contractors).

3.11. SUBMITTAL INSTRUCTION

Qualification Documents may be accessed by visiting our Website at <https://procurement.opengov.com/portal/lakelandgov> by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Qualification Documents Are Required for Submittal. Respondents are required to submit their response through the Portal. Respondents shall sign up on the Portal at <https://procurement.opengov.com/portal/lakelandgov> if an account does not exist.

Any Respondent wishing to provide the services described in the Scope of Work above must submit the qualifications package and all required qualifications submittal data, along with any Respondent-generated Specifications, Drawings, etc., through the Portal. Qualification Submittals received with less than the required documents and information on the City of Lakeland Qualification Sheet may be disqualified as non-responsive.

- Submittals shall be tabbed by Section and as thorough and detailed as possible so that the City may properly evaluate the qualifications and capabilities of respective firms to provide the required services.

- All submittals must meet or exceed the specifications and requirements provided in this RFQ.

- All submittals shall contain no more than twenty-five (25) double-sided pages plus data sheets.

- Respondents should prepare their submittals using the following format:

1. Label, tab, and organize proposal submittal documents utilizing the following format as outlined below. In addition, all attachments, as requested, shall be inserted in the back of each corresponding section.

2. In preparing the proposal, the Respondent should assume that the City has no previous knowledge of its services or capabilities. Therefore, each response shall be prepared simply and economically, providing a

- Total Cost (Estimated and Actual) of phased projects similar to those listed in this RFQ:

Phase 1 – Feasibility Study;

Phase 2 – Design, permitting, communication, and coordination with property owners for potential property acquisition and/or easements and the public at large, as well as the development of a project implementation plan; and

Phase 3 – Construction - Construction services, including project management, Construction Engineering Inspection (CEI), and Federal compliance oversight and reporting, including, but not limited to, DBE/MBE/WBE reporting, Davis-Bacon, Wage Rate Decisions, Section 3 Plan, and reporting.

Tab 3: Experience as a DBE/WBE/SBE Certified Firm or working with Certified Firms.

The City is committed to increasing contracting and subcontracting opportunities with disadvantaged, minority-owned, and women-owned business enterprises in order to promote growth, capacity-building, and economic success. In this section, provide a summary of the firm's certification status as a DBE/WBE/MBE (if applicable), intent to subcontract with a certified sub-consultant, past experience subcontracting certified sub-consultants, successful measures to work with or attempt to work with a certified firm on previous projects.

In accordance with 2 CFR § 200.321, firms shall take all necessary affirmative steps to assure that minority-owned businesses, women-owned business enterprises, and labor surplus area firms are used when possible. Be sure to explain how the affirmative steps listed below will be utilized when selecting sub-consultants:

- Placing qualified DBE/WBE/SBE on solicitation lists
- Assuring that DBE/WBE/SBE are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE/WBE/SBEs
- Establishing delivery schedules, where the equipment permits, that encourage participation by DBE/WBE/SBEs
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce

Tab 4: Project Team, Experience, and Team Organizational Chart.

Provide a summary of the experience and qualifications of the firm's team and individuals who will be involved in the project and demonstrate the firm's experience relating to:

- The programmatic and project oversight for lake and wetland assessment and restoration projects (including sediment dredging and amendment plans)
- Proven project and program management skills and technical competence in all phases of lakes and stormwater management; development, design, and execution of engineered Best Management Practices (BMPs) for flood control and abatement
- Demonstrated expert knowledge and work with State and Federal grant management rules and requirements; public education and outreach; and a thorough knowledge of local, State, and Federal permitting requirements and regulatory compliance.

Tab 7: Other Information

Provide any information pertinent to the project that will provide insight to the City evaluators about the qualifications, fitness, and abilities of the Respondent (please limit this information to two (2) pages).

Tab 8: Addenda (if applicable)

Provide all addenda issued pursuant to this solicitation. It is the Respondent's responsibility to contact the City Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the qualification package.

Tab 9: Previous Work

Provide a list of all contracts the Respondent has performed for the City of Lakeland (if any). The City will review all contracts the Respondent has performed for the City. As such, the Respondent must list and describe all services and work performed for the City and include for each project:

- Name of the City Department that administers or administered the contract
- Description of work
- Total dollar value of the contract
- Dates covering the term of the contract
- City contact person and phone number
- Statement of whether Respondent was a consultant or sub-consultant
- Results of the project

Tab 10: Attached and/or Required Forms.

The following attached forms shall be completed and submitted with the Respondent's Proposal:

- Attachment 1 – Completed Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes (for the Respondent and its sub-consultants)
- Attachment 2 – Provide Respondent's dated copy of the search results from the System for Award Management (SAM) for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended.
- Attachment 3 – Completed Non-Collusion Affidavit (for the Respondent and its sub-consultants)
- Attachment 4 – Completed Drug-Free Workplace Certification (for the Respondent and its sub-consultants)
- Attachment 5 – Completed Disclosure of Lobbying Activities (for each of Respondent's key employees)
- Attachment 6 – DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the "Good Faith Efforts" made in the utilization of potential DBE/MBE/WBE Sub-Consultants (For more information, see MINORITY BUSINESSES, WOMEN'S BUSINESS

RFQ Questions Deadline - **5/4/2023**

RFQ Submittals Due to Purchasing (minimum 3) - **5/31/2023**

Interviews with Selection Committee (if needed) - **6/12/2023 - 6/14/2023**

City Selection Committee Meeting - **6/16/2023**

City Purchasing Issues Shortlist - **6/22/2023**

City Commission Approval of Shortlist, Proposed Contract, and Authorization to begin Contract Negotiations - **7/3/2023**

City Requests Fee Proposal from Top-Ranked Firm - **7/4/2023 - 7/5/2023**

Fee Proposal Due from Top-Ranked Firm - **7/12/2023**

City Purchasing Issues Notice of Intent to Award - **7/21/2023 - 7/25/2023** (maybe sooner, depending on DEO's approval)

City Commission Approval of the Contract Award and Funding Appropriation - **8/7/2023**

(City staff to secure signed Contract and Insurance from Consultant prior to forwarding agenda item to CC Meeting)

Execute Final Contract and Agreement - **8/8/2023 – 8/14/2023**

Estimated Project Kick-Off Meeting - **8/15/2023**

***This schedule is subject to change (The number of proposals received and DEO approvals will determine the actual schedule).*

3.13. PROPOSED CONTRACT AND AGREEMENT

Attached as **Appendix "B"** is the proposed Contract and Agreement for Engineering and Environmental Consulting Services template with the successful Consultant firm. It contains the contract terms and conditions, insurance requirements, hold harmless/indemnification, specification safety requirements, proposed fee schedule, City's Consultant Expense Reimbursement Policy, and any mutually agreed upon additional or alternative language.

3.14. APPENDICES AND ATTACHMENTS

The attachments, appendices, and exhibits to this RFQ are as follows:

Appendix "A" Scoring Criteria

Appendix "B" Contract and Agreement for Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation

Appendix "C" Federal Contract Provisions

Appendix "D" State and HUD Contract Provisions

Exhibit A Nov. 10, 2022, Exempt Activities Approval Letter from DEO

Exhibit B System for Award Management (SAM) Instructions

4. SELECTION CRITERIA

It is the intent of the City of Lakeland to award the contract to a vendor based on:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Response to the Requirements set forth in the Public Announcement</p> <p>All required documents and addenda included in the RFQ Submittal Package (0 to 5)</p>	Points Based	5 <i>(4.6% of Total)</i>
2.	<p>Capability and Adequacy of the Professional Personnel</p> <p>Professional Engineers/Scientists (0 to 5)</p> <p>Technical and Compliance Staff (0 to 5)</p> <p>Proposed COL Project Team (0 to 5)</p>	Points Based	15 <i>(13.8% of Total)</i>
3.	<p>Experience and Past Performance</p> <p>Similar projects completed by Respondent (0 to 10)</p> <p>Similar projects performed by the project team (0 to 10)</p> <p>Experience level w/ State and Federal projects with Grant and regulatory compliance (0 to 10)</p>	Points Based	30 <i>(27.5% of Total)</i>
4.	<p>Willingness and Ability to Meet Time and Budget Requirements</p> <p>How do they plan to stay on time? (0 to 5)</p> <p>How do they plan to stay on budget? (0 to 5)</p>	Points Based	10 <i>(9.2% of Total)</i>
5.	<p>HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements</p> <p>How do they plan to adhere to HUD, CBDG-MIT, State, and Federal regulatory requirements? (i.e., Section 3, MBE/WBE, Labor surplus area firms, Davis-Bacon, Right-of-Way acquisition, etc.) (0 to 10)</p> <p>How do they plan to staff and maintain regulatory compliance documentation? (0 to 5)</p> <p>How do they plan to ensure subcontractor compliance with HUD regulatory requirements? (0 to 10)</p>	Points Based	25 <i>(22.9% of Total)</i>

5. INSURANCE AND SAFETY REQUIREMENTS

5.1. STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

5.2. CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

5.3. OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

5.4. LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall comply with all laws, rules, regulations, or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions, and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

5.5. INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the **City of Lakeland as additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

5.9. EXCESS LIABILITY

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$5,000,000

5.10. CYBER & PRIVACY PROTECTION LIABILITY

This insurance shall be a "claims made" type policy written in comprehensive form and shall protect the Other Party and the additional insured against claims arising from anyone's acts, errors, or omissions, including but not limited to outsourcers or vendors and any electronic or non-electronic security events whatsoever for:

- A. **your** actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain;
- B. **your** breach of duty to:
 - 1. protect the security and confidentiality of customer records and information;
 - 2. protect against any anticipated threats or hazards to the security or integrity of such records;
 - 3. protect against unauthorized access to or use of such records or information, which could result in substantial harm or inconvenience to any customer;
 - 4. protect any personally identifiable information or other private or confidential information;
- C. under any statute, including but not limited to HIPAA and GLB acts, or under any contract, including but not limited to **your** privacy statement;

The retroactive date of this "claims made" policy must be earlier than or equal to the start date of this contract. The Other Party is required to continue to purchase this coverage for a minimum of three years beyond the completion of this project.

The liability limits shall not be less than \$1,000,000

5.11. PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice

6. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

6.1. GENERAL

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provision of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

6.2. PERSONAL PROTECTIVE EQUIPMENT (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

- A. Foot protection must meet ANSI Z41.1-1999 standards and worn on all City properties.
- B. Head protection must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- C. Eye and face protection must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- D. Hand and Arm Protection must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- E. Hearing Protection must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

7. [VENDOR QUESTIONNAIRE](#)

It is the intent of the City to team with an outside vendor to procure a robust solution that meets the needs of the City as defined in this document.

Response to this RFP becomes the exclusive property of the City of Lakeland and Lakeland Electric. Awarded Respondent's deliverables and documentation throughout the course of this project become the exclusive property of the City of Lakeland and Lakeland Electric. City Policies: As a general overall requirement, the Respondents of this RFP shall be required to comply with the City policies and procedures, including, but not limited to, Standard Contractual Provisions, Insurance Requirements, Indemnification, Safety Requirements, Consultant Expense Reimbursement Policy, and the Florida Public Records Law.

7.1. [ATTEST*](#)

"I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization."

Please confirm

*Response required

7.2. [EXCEPTIONS/REVISIONS TO THE AGREEMENT*](#)

A copy of the agreement to be entered into with the successful bidder is included with this bid as an Attachment, should the City require such. Please include any exceptions/revisions to the agreement with your submittal for review during the evaluation period.

If there are no exceptions/revisions, type "N/A."

*Response required

7.3. [CERTIFICATE OF INSURANCE*](#)

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met.

*Response required

7.4. [HOLD HARMLESS INDEMNIFICATION AGREEMENT - Attachment M*](#)

*Response required

7.5. [PUBLIC ENTITY CRIMES CERTIFICATION - Attachment 1*](#)

*Response required

7.6. [SUSPENSION AND DEBARMENT CERTIFICATION - Attachment 2*](#)

*Response required

7.7. [CONFLICT OF INTEREST/STATEMENT OF NON-COLLUSION - Attachment 3*](#)

*Response required

7.8. [DRUG-FREE WORKPLACE CERTIFICATION - Attachment 4*](#)

*Response required

RFQ APPENDIX "A" SCORING CRITERIA

RFQ# 3065 - Professional Engineering and Environmental Consulting Services for Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

REVIEWER #

SCORING CRITERIA

Firm #1	Firm #2	Firm #3	Firm #4	Firm #5	Firm #6	Firm #7
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Response to the Requirements set forth in the Public Announcement	5						
All required documents and addenda included in the RFQ Submittal Package	0 to 5						
Capability and Adequacy of the Professional Personnel	15						
Professional Engineers/Scientists	0 to 5						
Technical and Compliance Staff	0 to 5						
Proposed COI Project Team	0 to 5						
Experience and Past Performance	30						
Similar projects completed by Respondent	0 to 10						
Similar projects performed by the project team	0 to 10						
Experience level of State and Federal projects with Grant and regulatory compliance	0 to 10						
Willingness and Ability to Meet Time and Budget Requirements	10						
How do they plan to stay on time?	0 to 5						
How do they plan to stay on budget?	0 to 5						
HJD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements	25						
How do they plan to adhere to HJD, CBDG-MIT, State, and Federal regulatory requirements? <i>(i.e., Section 3, MBS/BE, Labor surplus area firms, Davis-Bacon, Right-of-Way acquisition, etc.)</i>	0 to 10						
How do they plan to staff and maintain regulatory compliance documentation?	0 to 5						
How do they plan to ensure subcontractor compliance with HJD regulatory requirements?	0 to 10						
Recent, Current, and Projected Workloads	5						
Can Respondent handle the job given the length of the project?	0 to 5						
Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise	14						
Respondent is a Certified DBE, MBE, or WBE	5						
Respondent has Certified DBE Sub-consultant(s) as part of the project team	0 to 3						
Respondent has Certified MBE Sub-consultant(s) as part of the project team	0 to 3						
Respondent has Certified WBE Sub-consultant(s) as part of the project team	0 to 3						
Experience working with DBEs, MBEs and/or WBEs	5						
Did Respondent provide documentation on a past work plan to demonstrate experience?	0-5						
TOTAL Possible Points:	109	0	0	0	0	0	0
Number Ranked by Firm:							

APPENDIX "B"
PROFESSIONAL ENGINEERING
AND ENVIRONMENTAL CONSULTING SERVICES AGREEMENT
For the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

THIS AGREEMENT made and entered into on this ____ day of _____, 202____ by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City," located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and _____ a _____ corporation, located at _____ hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Management Project; and

WHEREAS, City issued a Request for Qualifications for such services pursuant to City of Lakeland Request For Qualification No. 2023-RFQ-020 (hereinafter RFQ); and

WHEREAS, City awarded the RFQ to Consultant; and

WHEREAS, Consultant has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFQ, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on _____ ("Effective Date") and remain in effect for an initial term of six (6) years from the Effective Date unless sooner terminated, as provided herein. Additionally, the parties agree that the term may be extended upon execution of a written agreement between the City and Consultant for up to two (2) additional twelve (12) month periods beyond the initial contract term. However, this option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.
- B. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.
- C. Nothing in this Section shall limit or affect the City's right to terminate this Agreement in accordance with the termination Section set forth in this Agreement.

II. SCOPE OF WORK TO BE PERFORMED

- A. The Consultant hereby agrees to provide the City with Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project, as requested and more specifically outlined in the RFQ, this Agreement, and all of its Appendices, Addenda, Exhibits, and Attachments attached hereto and incorporated herein by reference as **Addendum "A,"** Section IX – Scope of Work, and all subsequent official documents that form the Contract Documents for this Agreement.

III. CHANGES IN THE SCOPE OF WORK

- A. The City may make changes in the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase, decrease, or eliminate any amount of work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City approves any change, a written Addendum to the Agreement will be executed to reflect the changes, and the Consultant shall be compensated for said services in accordance with the terms in Section XI herein.
- B. All amendments and changes thereto shall be performed in strict accordance with the terms of this Agreement as they are applicable.

IV. FEDERAL FUNDING

- A. Funding is provided by HUD through the State of Florida Department of Economic Opportunity (DEO) to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD-designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.
- B. On April 16, 2021, the DEO selected the City to receive CDBG-MIT grant funds based on the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation application submitted for the Rebuild Florida Mitigation General Infrastructure Program. The City entered into an Agreement with the DEO (Agreement # MT047) on October 27, 2022, to administer these mitigation disaster funds.

V. SCHEDULE

- A. Time is of the essence with regard to this Agreement. The Consultant shall perform its services in conformance with the mutually agreed upon schedule. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis. Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.
- B. No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Sections III and XLVIII of this Agreement.
- C. In the event of a delay attributable to the acts or inactions of the Consultant, Consultant shall reimburse the City for its direct cost as caused by the Consultant's delay.

VI. WARRANTIES

- A. Consultant warrants that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- B. Consultant warrants that the personnel furnishing such services shall be fully qualified and competent to perform the services assigned to them and that such guidance given by, and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.
- C. Consultant warrants it is professionally qualified to provide the Scope of Work and is licensed to practice engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.
- D. Subject to the provisions of this Section, should Consultant breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if prior to the expiration of the period specified by Florida Statute from the date Consultant completes its services under this Agreement entered into hereunder, Consultant's services are non-complying, defective, or otherwise improperly performed and City notifies Consultant in writing that a defect, error, omission or non-compliance has been discovered in Consultant's services, Consultant shall, at the option of City: (a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such non-complying, defective, or otherwise improperly performed services.

VII. GUARANTEE AGAINST INFRINGEMENT

- A. Consultant guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses such as reasonable attorneys' fees or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

VIII. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- B. The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate in furnishing professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the City's best interest.
- C. The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.

IX. CONTRACT DOCUMENTS

- A. The Contract shall include the fully executed Agreement for Professional Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project (referenced in the RFQ as Appendix "B"), as well as the following documents, which are incorporated herein by reference:

Addendum "A"	City of Lakeland 2023-RFQ-020 and all its appendices, addenda, exhibits, and attachments
Addendum "B"	City of Lakeland Addenda to 2023-RFQ-020 (signed by Consultant) if applicable
Addendum "C"	Consultant's Proposal Submittal includes the following:
Appendix "A"	Scoring Criteria, Proof of Publication, Notice of Bid Opening, and Notice of Intent to Award
Appendix "B"	(See above) Contract and Agreement for Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation
Appendix "C"	Federal Contract Provisions
Appendix "D"	State and HUD Contract Provisions
Attachment 1	Consultant's executed Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes
Attachment 2	Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended
Attachment 3	Consultant's executed Non-Collusion Affidavit
Attachment 4	Consultant's executed Drug-Free Workplace Certification
Attachment 5	Consultant's executed Disclosure(s) of Lobbying Activities and each of its key employees
Attachment 6	Consultant's DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants
Addendum "D"	Consultant's Negotiated Cost Proposal

X. CITY'S RESPONSIBILITIES

- A. The City shall provide all available information regarding the Project to the Consultant and provide direction to the Consultant consistent with the terms and conditions of this Agreement.

XI. INDEPENDENT ESTIMATES, COST PROPOSAL, AND COST/PRICE ANALYSIS

- A. Pursuant to § 200.324, the City made and documented independent estimates before receiving bids or proposals.
- B. The City requested a cost proposal from the Consultant with the following parameters:
1. The cost proposal shall be broken down by deliverable with a not-to-exceed fee and cost, showing each element of the fees and costs and totaling a not-to-exceed cost for the total project. Professional fees shall include wages, salaries, taxes, insurance, and overhead. Hourly salary rates and unit prices for materials, testing, etc., shall remain firm for the duration of the contract.
 2. The City shall negotiate the Consultant's profit as a separate element of the contract (required when there has been no price competition).
 3. Not-to-exceed costs shall include a breakdown of the professional fees and costs for each deliverable showing all elements of the professional fees and costs, except profit.
 4. To determine the reasonableness of the proposed fees and costs, the City then conducted a cost/price analysis of the Consultant's final cost proposal using the appropriate set of cost principles.
 5. The City evaluation team conducted all subsequent contract negotiations resulting in a total not-to-exceed cost for the project. Accordingly, the Consultant's Negotiated Cost Proposal is attached hereto and incorporated herein by reference as **Addendum "D."**
 6. Failure to reach an agreement on fees and costs shall cause this Agreement to terminate.

XII. CONSULTANT INVOICING, NARRATIVE OF WORK ACCOMPLISHED, AND UPDATED SCHEDULE

- A. The City agrees to pay or compensate the Consultant for the professional services and eligible reimbursable expenses specified under each applicable Work Phase, Activity, and Budget as set forth in the Agreement and calculated pursuant to the negotiated Consultant's Cost Proposal herein.
1. At monthly intervals, the Consultant shall submit an invoice for services rendered and eligible reimbursable expenses incurred.
 2. Invoice shall include a listing of Work Phases, Activities, and Budget. Professional services and eligible expenses shall then be categorized under the appropriate Work Phase, and Activity with a brief description of the work accomplished and the associated cost and/or expense for each element of the invoiced work.
 3. Invoices will be based upon the Consultant's actual expenses incurred and actual work performed per individual and evidenced by certified payroll within the billing period.
 4. Invoices shall include monthly timesheets that state the name and classification of each independent professional associate, consultant, and/or sub-contractor employed by the Consultant who performed services within the billing period; the number of hours worked by each person and their associated hourly salary cost.
 5. Invoices shall be sub-totaled by Work Phase and Activity accomplished with a cumulative total billing amount on the bottom of each statement. The total compensation earned will then have previous invoice billings deducted for a net payment due.
 6. Reimbursable/eligible expenses shall be evidenced with paid receipts rendered during the preceding month.
 7. Percentage Complete Invoicing. For completed tasks, Consultant, at a minimum, shall invoice the City 5% of the total amount of an Activity Budget under each applicable Activity. In no event shall this limit Consultant's ability to invoice the City for completed tasks that exceed 5% of the Activity Budget under each applicable Activity. Invoicing 5% of the total amount of an Activity Budget under each applicable Activity is established as the minimum amount to be invoiced for purposes of this Agreement.
- B. The Consultant, with the Invoice, shall provide a written narrative of the work accomplished during the invoice period and a revised/updated schedule. Failure to do so will cause the City to withhold payment.

XIII. CONSULTANT PAYMENT

- A. The Consultant agrees that the City reserves the right to withhold any amounts deemed to be in question or in advance of actual work progress and must provide the Consultant with a written explanation of the billing amounts in question. Funds may not be moved between the noted Deliverables without the prior written approval of the City and be based upon a detailed written request by the Consultant and with the understanding that the internal reallocation will not result in a need to increase the total maximum compensation for the stated Scope of Work for the project. Any amount indicated for a specific Phase of work (e.g., Feasibility Study, Design, or Construction Services) shall only be utilized for that Phase of work. Should any services be needed that are out of scope, the Consultant will provide a detailed written Change Order request for the authorization of said additional services, complete with justification and a not-to-exceed estimate of additional costs. The City must approve Change Orders. Any additional work performed without prior written authorization will be at Consultant's sole cost and viewed as non-compensable.
- B. Payments due Consultant under this Agreement shall be made by check and mailed to the address or Post Office Box identified in the remittance instructions on the Consultant's most recent invoice.
- C. All payments shall be made to Consultant in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

XIV. NON-COMPENSATED SERVICES

- A. The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced, and/or developed by the Consultant or any Consultant Representative.
- B. The Consultant shall not be compensated for any services required to bring any deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Equal Employment Opportunity) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

XV. INSURANCE REQUIREMENTS

- A. Consultant shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in the RFQ. The Consultant's Certificate of Insurance(s) in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement (referenced in the RFQ) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.
- B. The City reserves the right to change or alter the above-referenced insurance requirements as it deems necessary.

XVI. INDEMNIFICATION

- A. Consultant shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by Consultant in accordance with the indemnification provision set forth in the RFQ, and the Consultant's executed Indemnification (referenced in the RFQ) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.
- B. The provisions of this Section are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

XVII. DELIVERABLES

- A. Deliverables are defined as reports, studies, findings, specifications, plans, or anything else that is the end product of work performed by the Consultant for the City. Within such time constraints, as may be set forth in the Scope of Work and Activities, the Consultant shall submit to the City the deliverables identified in the Scope of Work and Activities.

XVIII. OWNERSHIP OF DELIVERABLES AND DOCUMENTS

- A. The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing the final payment to the Consultant.
- B. The City shall solely own all studies, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the Consultant or its sub-consultants in rendering services pursuant to this Agreement shall be the sole property of the City and have access to the reproducible copies at no additional cost other than printing. In no event shall Consultant be liable or responsible to anyone for the City's use of any such information or material in another project or following the termination of this Agreement.

XIX. RIGHT TO INSPECTION

- A. City, or its affiliates, shall at all times have the right to review or observe the services performed by Consultant.
- B. City, or its designated representative, shall have the right to review and inspect all of the accounting records for salaries and expenses the Consultant maintains for the work performed for the City. Such inspection shall be at the City's expense and shall occur during normal business hours.
- C. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

XX. PROGRESS MEETING

- A. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of this Agreement. Consultant's Project Manager and all other appropriate personnel and stakeholders shall attend such meetings as designated by the City's Project Manager. Consultant shall be compensated at the billing rates set forth in this Agreement.

XXI. SAFETY

- A. Consultant agrees to comply with City's safety standards while on City property. A listing of the City's standard Specification of Safety and Occupational Health Requirements (referenced in the RFQ) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.
- B. Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services hereafter.

XXII. REASONABLE ACCESS

- A. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises for purposes of fulfilling its obligations under this Agreement.

XXIII. SUBCONTRACTS

- A. The Consultant may hire or use sub-contractors or sub-consultants in connection with the performance of the Consultant's obligations under this Agreement. Unless the context clearly indicates otherwise, the terms "sub-contractor" and "sub-consultant" shall be interchangeable in this Agreement, and the terms "sub-contract agreement" and "sub-consulting agreement" shall likewise be interchangeable in this Agreement.
- B. The Consultant shall give advance notification to the City's Project Manager of any proposed sub-contract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:
 - A description of the supplies or services called for by the sub-contract or change to an existing sub-contract.
 - Identification of the proposed sub-contractor and an explanation of why and how the proposed sub-contractor was selected.
 - The proposed sub-contractor fees and costs.

- C. The Consultant shall be responsible for negotiating the terms and conditions of each sub-contract agreement. The Consultant is also solely responsible for ensuring that each sub-contractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each sub-contractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless otherwise approved by the City in writing) and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.
- D. The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this Section.

XXIV. DISPUTE RESOLUTION

- A. In the event of any dispute under this Agreement that cannot be readily resolved, it shall be referred to the appropriate executives of the City and Consultant for negotiation and resolution as described below:
- Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided herein.
- B. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.
- C. If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:
- D. If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and
- E. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.
- F. The Parties regard the aforesaid obligation to mediate as an essential provision of this Agreement and one that is legally binding on them. Accordingly, in case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.
- G. If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

- H. The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement, provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its reasonable judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section.

XXV. SUSPENSION OF SERVICES

- A. The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all sub-contractual relationships.
- B. If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section. In that case, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section XLVII of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section XXV.
- C. If a Suspension of Services Order is not canceled and the City terminates this Agreement for convenience, the City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City with all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective termination date. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement, and the City shall have no other liability to the Consultant related to the termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

XXVI. CANCELLATION

- A. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Consultant of its intention to cancel, or with cause, if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the Consultant to comply with any of the provisions of this Agreement shall be considered a material breach of contract. It shall be cause for immediate termination of the Agreement at the discretion of the City.
- C. In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the RFQ or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.
- D. In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Consultant, in writing, of such occurrence, and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

XXVII. PROHIBITION OF CONTINGENT FEES

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of the making of this Agreement. In the event of a breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or

otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

XXVIII. PROHIBITED INTEREST

- A. No appointed or elected official or employee of the City shall have any direct or indirect interest in this Agreement or the proceeds thereof.

XXIX. FINDINGS CONFIDENTIAL

- A. Subject to the requirement of Florida laws regarding public records and Section LXIII of this Agreement, all Deliverables produced or developed by the Consultant or any City data available to Consultant pursuant to this Agreement shall not be made available to any individual or organization other than any Consultant's Representative by the Consultant without prior written consent from the City.

XXX. COMPLIANCE WITH LAWS AND REGULATIONS

- B. Consultant shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to perform of this Agreement.

XXXI. FEDERAL CONTRACT PROVISIONS

- A. Consultant shall comply with all applicable Federal laws, rules and regulations, procedures, executive orders, HUD, DEO, CBDG-MIT policies, Federal constitutions, procedures, and directives incorporated herein.
- B. Consultant shall incorporate the applicable 2 CFR Appendix II to Part 200 contract provisions into all sub-consultant contracts and ensure compliance in all construction contracts and sub-contracts (referenced in the RFQ as Appendix "C") is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement. These include the following:
- Remedies – 2 CFR 200 Appendix II (A)
 - Termination for Cause and Convenience - 2 CFR 200 Appendix II (B)
 - Equal Employment Opportunity – 2 CFR 200 Appendix II (C)
 - Davis-Bacon Act – 2 CFR 200 Appendix II (D)
 - Contract Work Hours and Safety Standards Act – 2 CFR 200 Appendix II (E)
 - Rights to Inventions Made Under a Contract or Agreement – 2 CFR 200 Appendix II (F)
 - Clean Air Act – 2 CFR 200 Appendix II (G)
 - Debarment and Suspension – 2 CFR 200 Appendix II (H)
 - Byrd Anti-Lobbying Amendment – 2 CFR 200 Appendix II (I) and 24 CFR §570.303
 - Procurement of Recovered Materials – 2 CFR 200 Appendix II (J)
 - Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – 2 CFR 200 Appendix II (K)
 - Domestic Preferences for Procurements – 2 CFR 200 Appendix II (L)

XXXII. STATE AND HUD CONTRACT PROVISIONS

Consultant shall comply with applicable State and U.S. Department of Housing and Urban Development (HUD) regulations (referenced in the RFQ) and attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement. Consultant shall conform and incorporate the applicable State and HUD Contract Provisions into contracts with all sub-consultants.

XXXIII. LOCAL LAWS, RULES, REGULATIONS, STANDARDS, AND ORDINANCES

- A. Consultant shall comply with all requirements of local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.
- B. The Consultant shall also comply with the City's policies and procedures, executive orders, and any technical standards provided to the Consultant by the City.

XXXIV. GENERAL PROVISIONS

- A. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified, and existing entity authorized to do business under the laws of the State of Florida and (ii) all appropriate authority exists to duly authorize the person executing this Agreement to execute the same so and fully bind the party on whose behalf he or she is executing.
- B. This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant, and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.
- C. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- D. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- E. Each appendix, exhibit, and attachment to this Agreement, including attachments to an appendix, exhibit, and materials referenced in an appendix or exhibit, is an essential part hereof and is incorporated herein by reference.
- F. No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- G. The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. However, in the event the City is placed on notice of intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.
- P. Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- H. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

XXXV. RECORDS AND AUDITS

- A. The Consultant shall keep accurate books, records, and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records, and documentation shall be kept by the Consultant and shall be open to examination, audit, and copying by the City during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Consultant shall bear the costs associated with retaining books, records, and documentation. Nothing herein shall be construed to allow the destruction of records that may be required to be retained longer by the statutes of the State of Florida.

XXXVI. PRECEDENCE OF DOCUMENTS

- A. In the event of an inconsistency or conflict, the following order of precedence shall govern (i) this Agreement, exclusive of each Appendix, Exhibit, and Attachment; the attachments to and materials referenced in an Appendix or Exhibit, (ii) the Appendices to this Agreement, exclusive of the Attachments and Exhibits to and materials referenced in an Appendix, (iii) and the attachments to and materials referenced in an Appendix or Exhibit.

XXXVII. CITY-AUTHORIZED AUTHORITY

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Commission pursuant to the City Charter or applicable Laws.

XXXVIII. SUSPENSION AND DEBARMENT

- A. Consultant and its sub-consultants must certify, pursuant to 49 CFR Part 29, that its firm(s): (1) are not presently suspended or debarred as and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Consultant agrees that any contract awarded to Consultant or its sub-consultants will be subject to termination by the City if Consultant or its sub-consultants fail to comply or maintain such compliance.
- B. Consultant's qualification submittal included a dated copy of the search results from SAM for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended. The search results (referenced in the RFQ as Attachment 6) are attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XXXIX. PUBLIC ENTITY CRIMES

- A. A person or affiliate who has been placed on the convicted vendor 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. Consultant's qualification submittal included executed originals of the Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes certifying Consultant and its sub-consultants do not appear on the convicted vendor list following a conviction for a public entity crime. The executed Sworn Statements (referenced in the RFQ as Attachment 1) are attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XL. CONFLICT OF INTEREST/NON-COLLUSION

- A. The award hereunder is subject to Chapter 112, Florida Statutes. Accordingly, all respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Consultant or sub-consultant firm(s) or any of its branches. Additionally, the respondents and all sub-respondents shall certify that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that there is no financial interest in, or affiliation in a business way with any other respondent on the same land or improvements.

- B. Consultant's qualification submittal included an executed original of the Non-Collusion Affidavit for its firm and all sub-consultants (referenced in the RFQ as Attachment 3) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XLII. DRUG-FREE WORKPLACE CERTIFICATION

- A. The Consultant and its sub-consultants shall maintain a drug-free workplace as set forth in Subpart B or part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
- B. Consultant's qualification submittal included an executed original of the Drug-Free Workplace Certification for its firm and all sub-consultants (referenced in the RFQ as Attachment 4) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XLIII. DISCLOSURE(S) OF LOBBYING ACTIVITIES

- A. (31 U.S.C. §1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.
- B. Consultant's qualification submittal included an executed original of the Disclosure(s) of Lobbying Activities for its firm and all sub-contractors (referenced in the RFQ as Attachment 5) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XLIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE), MINORITY BUSINESS ENTERPRISE (MBE), WOMEN'S BUSINESS ENTERPRISE (WBE) CERTIFICATION

- A. The City strongly encourages the solicitation and use of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Disadvantaged Business Enterprises, Section 3, and Labor Surplus Area Firms and documents efforts in accordance with CFR 200.321(a-b).
- B. If the Respondent is a designated DBE/MBE/WBE firm, the Respondent submitted with the Proposal the appropriate certification(s) (referenced in the RFQ as Attachment 6) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

If the Respondent is not a DBE/MBE/WBE firm, the Respondent must meet the following criteria:

1. Achieve DBE/MBE/WBE certified sub-consultants
- OR
2. If unable to utilize DBE/MBE/WBE certified consultants, must be able to submit documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE sub-consultants. Respondent must submit with the Proposal the appropriate documentation as Attachment 6.

If the Respondent elects to subcontract with any firm for any portion of the work (including prime contractors and sub-contractors), the Respondent shall:

- a. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- b. Establish delivery schedules where the requirement encourages participation by small and minority businesses and women's business enterprises.
- c. When appropriate, utilize the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XLIV. THE SECTION 3 PROGRAM

- A. The Section 3 Program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. If the Respondent is not a Section 3 firm, the Respondent must make "Good Faith Efforts" to utilize Section 3 sub-consultants by visiting the following link to HUD's Section 3 Opportunity Portal to match Section 3 business enterprises in the closest metropolitan area available for contracting opportunities:
<https://portalapps.hud.gov/Sect3BusReg/BRegistry/SearchBusiness>

XLV. E-VERIFY

- A. If required by applicable Laws (e.g., Florida Executive Order 11-02), the Consultant 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 Consultant during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to 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 this Agreement.

XLVI. CONTRACT ADJUSTMENTS OR CHANGES IN THE SCOPE OF WORK

- A. The City may change the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase, decrease, or eliminate any amount of work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City approves any change, this Agreement may be amended to reflect the changes and authorized in writing by the City's and Consultant's designated representative.
- B. The Consultant shall be compensated for said services in accordance with the terms of Section XI herein.
- C. All the City's amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

XLVII. DOCUMENTS

- A. Upon City's or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, Consultant shall provide City or its designated Project Manager with a copy of all documents prepared by Consultant under this Agreement or any Task Authorization hereunder.
- B. The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Act Law pursuant to Florida Statute Chapter 119.

XLVIII. ASSIGNMENTS AND SUBCONTRACTS

- A. Consultant shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior written consent of City.
- B. If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- C. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant, who shall take immediate steps to remedy the situation. City shall also be given direct access to the subcontractor.
- D. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City's Risk Manager.

XLIX. INDEPENDENT CONSULTANT

- A. At all times during the term of this Agreement, Consultant shall be considered an independent contractor. As such, Consultant is responsible for reporting any taxable income they receive from the City, as required by the IRS.

L. DEFAULT

- A. Each of the following shall constitute a default under this Agreement: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; or (c) Consultant fails to comply with any of the terms, conditions, or provisions of this Agreement. If during the term of this Agreement, Consultant shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until City gives written notice of default to Consultant with at least ten (10) days to cure such default. If Consultant fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Consultant shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed work. In addition to the remedies available hereunder, the City shall have the right of offset from sums or payments otherwise due the Consultant any sums or amounts which the Consultant may owe to the City pursuant to the provisions of this Agreement or otherwise.

LI. TERMINATION FOR CONVENIENCE

- A. The performance of the Scope of Services under this Agreement may be terminated, in whole or in part, by the City for any reason whenever the City's Project Manager determines that such termination is in the City's best interest. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- B. Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City with all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective termination date. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the City for convenience, and the City shall have no other liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

LII. TERMINATION FOR DEFAULT

- A. The City may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.
- B. In the event of termination of this Agreement pursuant to Section L above, the City shall not be obligated to make any further payment to the Consultant hereunder until such time as the City has determined all costs, expenses, losses, and damages which the City may have incurred as a result of such default by the Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses, and damages so incurred by the City against any amount due Consultant under this Agreement.

- C. Nothing contained in this Section shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

LIII. FORCE MAJEURE

- A. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot, war; sabotage; labor strikes; terrorism; pandemic; court injunction or order, federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; extraordinary breakdown of, or damage to, City's generating plants or equipment; provided that prompt written notice of such delay is given by such party to the other and each of the parties to this Agreement shall use diligent, commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in the performance resulting from a Force Majeure event.
- B. In the event of a delay in performance excusable under this Section, the performance of work will be extended by a period of time reasonably necessary to overcome the effect of such failure or delay upon mutual written agreement of the parties. However, if any circumstances of Force Majeure remain in effect for forty-five (45) days, either party may terminate this Agreement.

LIV. NOTICE

- A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals, and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CONSULTANT:

Address _____
Attention: _____
Phone: _____
Email: _____

CITY:

Laurie Smith, Manager, Lakes & Stormwater
City of Lakeland, Public Works Department
407 Fairway Avenue
Lakeland, FL 33801
(863) 834-6276
Email: laurie.smith@lakelandgov.net

- B. Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in subsection A, above.

LIV. JURISDICTION, VENUE, AND GOVERNING LAW

- A. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors, and assigns. The venue for any action brought in state court shall be in Polk County, Florida. The venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

LVI. HEADINGS

- A. Section headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

LVII. SEVERABILITY

- A. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

LVIII. WAIVER AND ELECTION OF REMEDIES

- A. Waiver by either party of any term, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- B. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

LIX. ENTIRE AGREEMENT

- A. This Agreement, including Schedules, Attachments, Appendices, and Exhibits attached hereto, constitutes the entire agreement between the City and Consultant with respect to the services specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

LX. THIRD-PARTY RIGHTS

- A. Except as otherwise expressly contained in this Agreement, there are no other third-party intended beneficiaries.

LXI. TRUTH-IN-NEGOTIATION CERTIFICATE

- A. Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement is accurate, complete, and current at the time of contracting. The original contract price and any additions hereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

LXII. PUBLIC RECORDS

IF THE CONSULTANT 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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL:

KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statutes Chapter 119.0701, the Consultant shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City. Consultant shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform services pursuant to the contract. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

LXIII. RECORDS RETENTION

A. The Consultant shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow City, DEO, or its designee, CFO, or Auditor General access to such records upon request. The Consultant shall ensure that audit working papers are made available to City, DEO, or its designee, CFO, or Auditor General access to such records upon request for a period of six (6) years from the date the audit report is issued unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF LAKELAND, FLORIDA

CONSULTANT

By: _____
H. William Mutz, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST:

ATTEST:

Kelly S. Koos, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney

Addendum "A"

City of Lakeland 2023-RFQ-020 and all its Appendices, Addenda, Exhibits, and Attachments

Addendum "B"
City of Lakeland Addenda to 2023-RFQ-020 (signed by Consultant) if applicable

Addendum "C"

Consultant's Proposal Submittal includes the following:

- Appendix "A"** Scoring Criteria, Proof of Publication, Notice of Bid Opening, and Notice of Intent to Award
- Appendix "B"** (See above) Contract and Agreement for Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation
- Appendix "C"** Federal Contract Provisions
- Appendix "D"** State and HUD Contract Provisions

- Attachment 1** Consultant's executed Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes
- Attachment 2** Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended.
- Attachment 3** Consultant's executed Non-Collusion Affidavit
- Attachment 4** Consultant's executed Drug-Free Workplace Certification
- Attachment 5** Consultant's executed Disclosure(s) of Lobbying Activities and each of its key employees
- Attachment 6** Consultant's DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants

RFQ APPENDIX "C"
FEDERAL CONTRACT PROVISIONS

All contracts, services, purchasing, and activities must conform to U.S. Department of Housing and Urban Development regulations. Funding assistance for this project is through the Department's CDBG-MIT grant for this project through the Florida Department of Economic Opportunity's (DEO) General Infrastructure Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-MIT compliance requirements. The following is a summary of certain aspects of the compliance requirements.

2 CFR APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS		
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:		
THRESHOLD	PROVISION	CITATION
>\$250,00 (Simplified Acquisition Threshold)	Remedies. Contracts for more than the Simplified Acquisition Threshold , which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. These terms must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (A)
>\$10,000	Termination For Cause and Convenience. Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	2 CFR 200 APPENDIX II (C) AND 41 CFR §60-1.4(b)

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<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. <u>The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.</u> The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or, articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CR 200 APPENDIX II (E)</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under</p>	<p>2 CFR 200 APPENDIX II (F)</p>

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	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. <i>*Submit completed form - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable).</i>	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323. Procurement of Recovered Materials	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322 Domestic Preferences for Procurements. To the greatest extent practicable under a Federal award, the non-Federal entity shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards, including all contracts and purchase orders for work or products under this award. The prime contractor shall demonstrate and document a reasonable effort to meet the domestic preferences provision in the procurement process. For purposes of this section:	2 CFR 200 APPENDIX II (L)

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	(1) "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.	
	(2) "Manufactured products" means 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.	

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STATE AND HUD CONTRACT PROVISIONS

CONTRACT CLAUSES MANDATED BY THE STATE AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

All contracts, services, purchasing, and activities must conform to State and the U.S. Department of Housing and Urban Development regulations. Funding assistance for this project is through the Department's CDBG-MIT grant through the Florida Department of Economic Opportunity's (DEO) General Infrastructure Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-MIT compliance requirements. The following contract clauses represent certain aspects of the compliance requirements for pass-through agencies (i.e., consultants, contractors, and sub-contractors):

THRESHOLD	PROVISION	CITATION
None	<p>Equal Employment Opportunity</p> <p>(b) Federally assisted construction contracts.</p> <p>(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The (recipient) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) 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. 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 nondisclosure clause.</p> <p>(2) 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.</p> <p>(3) 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,</p>	<p>41 CFR § 60-1.4 (b)</p>

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including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 [recipient] 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 [recipient] 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 [recipient] 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 recipient agency in the discharge of the agency's primary responsibility for securing compliance.

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	<p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$10,000	<p>Solid Waste Disposal Act -A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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. *The [recipient] must include contract provisions regarding section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended (42 U.S.C. §6962).</p>	2 CFR 200.323
>\$100,000	<p>Section 3 Clause - Section 3 requires community outreach prior to awarding contracts and subcontracts to construct a project under the program. Outreach to low-income individuals living in the area where the proposed project is located and to certain businesses in the area where the project is located.</p> <p>The purpose of Section 3 is to encourage and ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. <u>These requirements apply to any construction contract or subcontract over \$100,000 and shall be documented without fail.</u> For additional information concerning Section 3, see: http://www.hud.gov/offices/ftheo/section3/section3.cfm <u>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause) and:</u></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing <i>and shall be documented without fail.</i></p>	24 CFR Part §135

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	<p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). <i>*Submit completed form - Section 3 Participation Report (for Construction Prime Contractor and Subcontractors). The City can provide Section 3 Plan Sample and Guidance upon request.</i></p>	
None	<p>Copeland "Anti-Kickback" Act – Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States") are subject to the Copeland "Anti-Kickback" Act.</p>	<p>40 U.S.C 3145, supplemented by Department of Labor Regulations 29 CFR Part 3</p>

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None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and sub-recipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>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;</p> <p>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; or</p> <p>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.</p>	2 CRR 200.216
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>Machine-Readable Format: The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Minority Businesses, Women's Business Enterprises, Section 3 Business Concerns, and Labor Surplus Area Firms - Contracting with HUD, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;</p>	2 CFR 200.321

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	<p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Records Retention: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocation plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

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None	Duplication of Benefits – Activities shall not be conducted in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 and described in the Appropriations Acts. (Projects that include leveraged funds will need to be reported on Attachment B of the Subrecipient Agreement).	
None	Termination of Contract: The contract award is contingent upon the release of CDBG-MIT funds by the Grantor. If no such funds are awarded, the contract shall terminate.	
None	Mandatory standards and policies relating to energy efficiency are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act .	42 U.S.C. 6201
None	Accessibility - No otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
None	Prohibition against Eminent Domain – The successful Consultant firm may not undertake any involuntary property acquisition in connection with this project unless the City has given its advance written consent.	
None	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 , as amended (42 U.S.C. Chapter 4601-4655; hereinafter, the "URA"), The project will be subject to the Uniform Relocation Assistance Act of 1970, as amended. It is a Federal law that establishes minimum standards for Federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for Federally funded projects.	42 U.S.C. 4601-4655 and 24 CFR 570.606 (b) (2)
None	Employment Eligibility Verification – Requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT Sub-recipient Agreement use the <u>E-Verify System</u> to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.	Executive Order 11-116, signed May 27, 2011, by the Governor of Florida
None	Green Building Standard for Replacement and New Construction of Residential Housing - Construction contracts or agreements for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing.	Federal Register Vol 81, Number 224 on Monday, Nov. 21, 2016
None	Fair Housing Activity - A Fair Housing activity must take place each quarter to affirmatively further fair housing,	24 CFR 570.487 (b)
None	Drug-Free Workplace - Consultants, contractors, and sub-contractors must comply with drug-free workplace requirements in Subpart B or part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.	Pub. L. 100-690, Title V, Subtitle D; 41

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

		U.S.C. 701-707)
None	Right of Access/Records of Non-Federal Entities - Consultants, contractors, sub-contractors (or any pass-through entity) must provide the City or the Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transactions. Records must be maintained for six (6) years after the Grantee formally closes out each program.	§200.325
None	Contract Cost and Price - (a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The Non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.	§200.324
None	Florida Local Government Prompt Payment Act - Payment of proper invoices made within 45 days for non-construction services and 20 business days for construction services of the payment due date as calculated by the Accounts Payable Section of the Finance Department according to the Florida Local Government Prompt Payment Act.	Florida Statutes Chapter 715
None	Domestic Preferences for Procurements – To the greatest extent practicable under a Federal award, the awarded Consultant Firm will require the prime contractor and its subcontractors to demonstrate and document a reasonable effort to meet the domestic preferences provision in the procurement process outlined in CFR 200.322 (a). Contractors and Subcontractors shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).	CFR 200.322 (a)
	1. "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.	
	2. "Manufactured Products" means 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.	
None	Lead-Based Paint – HUD's lead-based paint regulations at 24 CFR Part 35 will apply to the project.	

Addendum "D"
Consultant's Negotiated Cost Proposal

RFQ EXHIBIT "A"

Nov. 10, 2022, Exempt Activities Approval Letter from DEO

Environmental Review
Community Development Block Grant
Office of Long-Term Resiliency
Mitigation – General Infrastructure Program



TO: The Honorable William Mutz, Mayor
City of Lakeland

FROM: James "Geoff" Amison, Environmental Program Manager *jsa*
Department of Economic Opportunity
Office of Long-Term Resiliency

DATE: November 10, 2022

RE: Exempt Activities Approval
City of Lakeland
Lake Bonnet Drainage Basin Flood and Debris Mitigation Project
Community Development Block Grant - Mitigation (CDBG-MIT) Program
Grant Number: B-18-DP-12-0002
Project Grant Number: MT047

On November 2, 2022, the City of Lakeland submitted the Exemption Certification and associated documentation related to the Lake Bonnet Drainage Basin Flood and Debris Mitigation project. Additional Information was requested from the City on November 3, 2022 and received by DEO on November 9, 2022.

After reviewing the information, DEO confirms compliance requirements of 24 Code of Federal Regulations (CFR) 58.34(a) have been met and funding specific to the *exempt activities* indicated in the Exemption Certification may be expended.

However, the City of Lakeland's *Lake Bonnet Drainage Basin Flood and Debris Mitigation project* does not meet the exemption requirements of 24 CFR 58.34(a) and therefore a higher level of environmental review will be required based on the project's activities or scope of work. Refer to 24 CFR 58.35(a) and 24CFR 58.36 to determine the level of environmental review necessary for this project.

Note: The environmental review must be submitted to and approved by DEO before funds may be committed or expended on the project.

If you have any questions or need additional information, please contact Hannah Briner, Environmental Specialist, at (850) 921-3273 (Hannah.Briner@DEO.MyFlorida.com) or Geoff Amison, Environmental Program Manager, at (850) 717-8422 (James.Amison@DEO.MyFlorida.com).



Quick Start Guide Exclusion Data – Search/View

How to Search and View Exclusion Information in SAM.gov

Before You Start:

SAM.gov is the official **FREE U.S. government-operated website** where entities register to conduct business with the government. There is **NO** charge to register or maintain your entity registration record in SAM.gov.

Do I need to log in to search Exclusion data?

No, exclusion data is available without login for all users.

What is an Entity?

An entity is any person who or organization that is registered to do business with the federal government. You must have an active entity registration in SAM.gov to receive a federal contract or federal assistance.

SAM.gov is the official free, government-operated website for management of government awards. There is **NO** charge to register or maintain your entity registration record in SAM.gov.

What if I want to search for both Entity Registration and Exclusion records?

When you search in the entity information domain, all entity records including Entity Registration, Exclusion and Disaster Registry records will be provided for the entity. You do not need to search the exclusions domain separately to view exclusions. You will need to be logged in to see any entity data besides exclusions.

What is an Exclusion Record?

An exclusion record identifies parties excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. Exclusions are also referred to as “suspensions” and “debarments.”

Note: When reviewing SAM records to determine federal award eligibility, closely read nature (cause) and effect language present on each exclusion record to determine applicability for the planned award.

What are Classifications?

Every exclusion record in SAM is one of four categories, or Classification Types:

- Individual
- Firm
- Special Entity Designation
- Vessel

If you only search for a particular classification (i.e. Firm), you are potentially excluding results classified under a different category.

Can I search for an exclusion by Unique Entity Identifier (UEI) or CAGE code?

SAM.gov does not have UEI, currently the DUNS, or CAGE code on file for all Firm Exclusion records. Therefore, a search by one of these fields may not be sufficient to find a match. You should perform an additional name search if no results are found using the UEI or CAGE code.

How to Search Exclusion Records

Search SAM.gov to Search Exclusion Information

1. Select SEARCH from the menu.
2. In the filters, under “Select Domain,” Select “Exclusions.”
3. The page will refresh with exclusions content and the filters will change to reflect the options available in this domain.
4. Select any category you want to filter your results.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Advanced Search – Exclusions

After logging in to SAM.gov:

1. Navigate to the Home page and select “Exclusions.”
2. Select the “Advanced Search” button above the Search bar.
3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one:
 - **Keywords:** Apply any keyword searches to your filter

- **Classification:** Four categories of Exclusions
 - **Excluded Individual:** Information you can enter to filter by individual
 - **Excluded Other:** Information you can enter to search by UEI, Cage, etc.
 - **Federal Organizations:** Filter by Federal Organizations
 - **Exclusion Type:** Filter by 1 of 4 defined exclusion types
 - **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement
 - **Location:** Filter by ZIP Code, State or other geographical information
 - **Dates:** Filter by several relevant date options
 - **Exclusion Status:** Active/Inactive
4. Use the Reset Filters button to clear all filters applied at once.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Save Your Search – Exclusions

Save search results in SAM.gov by selecting “Actions” and selecting “Save.” You can access these saved searches at a later time by selecting the Saved Search tab on the Search page.

Note: You must be logged in to save search results and to view saved searches.

Follow an Exclusion

- You can elect to follow a specific exclusion record by clicking the blue name of the record. Once the record is open you can select “Follow.”
- You can access followed items from the link in the Profile area of your Workspace.

Note: You must be logged in to follow exclusion records or access your followed items.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____

(Type of Identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped
commission name of notary public)

RFQ ATTACHMENT "2"

System for Award Management (SAM)

Respondent must include (as part of its qualification submittal, a dated copy of the search results from SAM.GOV for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed (not debarred or suspended).

(INSTRUCTIONS ARE ATTACHED IN A SEPARATE DOCUMENT LABELED RFQ EXHIBIT "2")

The Respondent's dated copy of the search results from SAM.GOV should be submitted under this cover sheet.

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

**DRUG-FREE
WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB 4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name [Redacted]

* Street 1 [Redacted] Street 2 [Redacted]

* City [Redacted] State [Redacted] Zip [Redacted]

Congressional District, if known: [Redacted]

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]
--	---

8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]

* Last Name [Redacted] Suffix [Redacted]

* Street 1 [Redacted] Street 2 [Redacted]

* City [Redacted] State [Redacted] Zip [Redacted]

b. Individual Performing Services (including address if different from No. 10a)

Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]

* Last Name [Redacted] Suffix [Redacted]

* Street 1 [Redacted] Street 2 [Redacted]

* City [Redacted] State [Redacted] Zip [Redacted]

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: [Redacted]

* Name: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]
 * Last Name [Redacted] Suffix [Redacted]

Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]

ATTACHMENT "6"

Respondent shall attach DBE/MBE/WBE Certifications of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants (See Section on MBE, WBE, etc. in this RFQ).

(INSTRUCTIONS ARE ATTACHED AS A SEPARATE DOCUMENT LABELED RFQ ATTACHMENT "6")

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

RFQ ATTACHMENT "M"
INDEMNIFICATION
Consultant

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

Applicability: It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders, and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

_____ **Agreement is limited to Purchase Order # _____ or Contract dated _____.**

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and City at the time of final payment.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

BY: _____
Signature of Owner or Officer

E-mail: _____

STATE OF: _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2023.

by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Driver's License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

Addendum "B"

City of Lakeland Addenda 1-4 to 2023-RFQ-020 (acknowledged by Consultant)



**RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801**

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL ENGINEERING & ENVIRONMENTAL CONSULTING SERVICES
(CCNA) FOR THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS
MITIGATION PROJECT**

FOR THE CITY OF LAKELAND

April 18, 2023

2023-RFQ-020

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. Questions & Answers (Attached)**
- 2. RFQ Due Date Remains: 2:00 p.m. – Wednesday – May 31, 2023.**

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

RFP No. 2023-RFQ-020 Questions & Answers

Questions from HGS, LLC (RES)

- The sam.gov instructions, examples and information requested are obsolete as they reference the site functions and layout before it was overhauled. Is a pdf of our "Entity Data Detailed Results" print out (four pages listing entity exclusion or indicating "none") acceptable? it doesn't list the date the information was accessed, but the PDF properties will show when the pdf was created. I can send you an example of what this sam.gov report looks like if it would be helpful to you.

An updated SAM.GOV "Quick Start Guide Exclusion Data – Search/View" instructions [is attached as RFQ Exhibit B-Updated SAM.GOV Quick Start Guide for Exclusions Search](#). For consistency purposes, please follow these directions. A dated PDF of the search will be sufficient for the required submittal.

Questions from Environmental Science Associates:

- Page 5 and 10 state questions are due May 24, 2023 by 5pm. Page 24 states the question deadline is 5/4/2023. Could you please clarify which is correct?

All Questions regarding this request for qualifications shall be in writing and submitted electronically via the Portal through the Question and Answer tab [before 5:00 pm on Wednesday, May 24, 2023](#). Responses will be released on the Question and Answer Tab.

- Page 18 of the RFQ, 3.11. Submittal Instruction states, "All submittals shall contain no more than twenty-five (25) double-sided pages plus data sheets." We understand this to be an electronic submittal. Does "double-sided" mean that the submittal can be no more than 25 or 50 pages?

Yes, submittals will be electronic, and "double-sided" means that the submittal can be no more than [50 pages](#).

- Page 20, Tab 3 is dedicated to the discussion of DBE/WBE/SBE firms, while Page 27 delineates points/scoring for DBE/MBE/WBE firms. Are there points assigned to SBE firms?

For purposes of this RFQ, Certified DBE, MBE and WBE are considered Small Business Enterprises (SBE). The City will be looking for disadvantaged or labor surplus area firms, minority-owned, and women-owned business enterprises [with official certifications](#).

2 CFR § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms provides: [eCFR :: 2 CFR 200.321 -- Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms](#).

Under Florida law, the requirements regarding minority-owned business certification are provided by Florida Statutes at Chapter 287.0943(2)(e) and Chapter 295.187 (see Attachment 1), as well Florida Administrative Code Chapter 60A-9 - [60A-9 : OFFICE OF SUPPLIER DIVERSITY - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking \(flrules.org\)](#)

If you want to obtain a minority-owned business certification, the main requirements provide that your company must:

- Be established in Florida
- Be legally registered to do business in Florida as a for-profit organization under the Department of State
- Be owned and managed by an individual(s) resident in Florida
- Be 51% owned and managed by a woman, veteran, or minority who is either a US citizen or permanent resident alien
- Be currently doing business (active)
- Be officially registered in Florida's eProcurement system – MyFloridaMarketPlace found at [MyFloridaMarketPlace / State Purchasing / Business Operations / Florida Department of Management Services - DMS](#)
- Also, the company must have a net worth of less than \$5 million and possess 200 or fewer full-time permanent employees.

If required by the business's segment, the company must have a professional license in the owner's name, either a woman, a veteran, or a minority entrepreneur.

The SECTION 3 PROGRAM of the HUD as noted in the RFQ, Section 3.4, the following may provide additional resources in the use of DBE/WBE/WBE and labor surplus area firms. [Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#), [Section 3 Opportunity Portal - Home \(hud.gov\)](#) and Small Business [HUBZone program \(sba.gov\)](#)

- Page 27, item 7 defines scoring criteria for DBE/MBE/WBE.
 - A. Assuming subconsultants are used, do we need one DBE, one MBE, and one WBE to achieve maximum points?

No. Scoring points will be based on how many DBEs, MBEs and WBEs are utilized in each category whether prime consultant and/or subconsultants.

- B. A scale of 0 to 3 is used per DBE/MBE/WBE line item. How might one achieve "3" points per category? (e.g.: Can a consultant score a "1" or a "2?")

A scenario might be: In the WBE category - The prime consultant is a WBE (1 point), a sub-consultant for property acquisition is a WBE (1 point) and another sub-consultant for construction engineering inspection and compliance oversight (Davis-Bacon, Section 3 plan, etc.) is a WBE (1 point) for a total of 3 points for the WBE category.

- C. If a subconsultant is a certified DBE, MBE, and WBE, can that same subconsultant be used to satisfy the requirements for all categories?

Yes. For additional information, please refer to Florida Statutes at Chapter 287.0943(2)(e) and Chapter 295.187, as well Florida Administrative Code Chapter 60A-9.

The City will be looking for disadvantaged, minority-owned, and women-owned business enterprises with official certifications.

Under Florida law, the requirements regarding minority-owned business certification are provided by Florida Statutes at Chapter 287.0943(2)(e) and Chapter 295.187, as well Florida Administrative Code Chapter 60A-9 - [60A-9 : OFFICE OF SUPPLIER DIVERSITY - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking \(flrules.org\)](#) .

If you want to obtain a minority-owned business certification, the main requirements provide that your company must:

- Be established in Florida
- Be legally registered to do business in Florida as a for-profit organization under the Department of State
- Be owned and managed by an individual(s) resident in Florida
- Be 51% owned and managed by a woman, veteran, or minority who is either a US citizen or permanent resident alien
- Be currently doing business (active)
- Be officially registered in Florida's eProcurement system – MyFloridaMarketPlace found at [MyFloridaMarketPlace / State Purchasing / Business Operations / Florida Department of Management Services - DMS](#)
- Also, the company must have a net worth of less than \$5 million and possess 200 or fewer full-time permanent employees.

If required by the business's segment, the company must have a professional license in the owner's name, either a woman, a veteran, or a minority entrepreneur.

The SECTION 3 PROGRAM of the HUD as noted in the RFQ, Section 3.4, the following may provide additional resources in the use of DBE/WBE/WBE and labor surplus area firms. [Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#), [Section 3 Opportunity Portal - Home \(hud.gov\)](#) and Small Business [HUBZone program \(sba.gov\)](#)

D. What certifications/agencies are permissible to validate MBE/DBE/WBE credentials?

Please refer to Florida Statutes at Chapter 287.0943(2)(e) and Chapter 295.187, as well Florida Administrative Code Chapter 60A-9.

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- A copy of the City of Lakeland's FTP Site Instructions is attached to this Addendum. Here, you can access [prior project studies](#).

The studies provided are as follows:

- 2002 ECT Lake Bonnet Diagnostic Study
- 2004 Keith and Schnars, P.A. Lake Bonnet Drain Study
- 2005 BCI Engineers & Scientists, Inc. Lake Bonnet Embankment Preliminary Geotechnical Exploration, Lakeland, Florida
- 2006 Lake Bonnet Bathymetry Map
- 2013 Amec Foster Wheeler Geotechnical Report – Brunnell Parkway Embankment at Lake Bonnet - Assessment
- 2015 Historic Aerial Photographs
- 2016 Tetra Tech Stormwater Evaluation of the Lake Bonnet Outfall – Report & Recommendations
- 2017 FEMA's National Flood Hazard Layer (Official)
- 2017 Amec Foster Wheeler Environment & Infrastructure, Inc.'s Lake Bonnet Drain May Manor Flood Relief Feasibility Study
- 2018 Wood Environment & Infrastructure Solutions, Inc. Lake Bonnet Pollutant Source Reduction Feasibility Study City of Lakeland – Polk County, FL
- 2019 ESA/Atkins City of Lakeland Water Quality Management Plan

How to Search and View Exclusion Information in SAM.gov

Before You Start:

SAM.gov is the official **FREE U.S. government-operated website** where entities register to conduct business with the government. There is **NO** charge to register or maintain your entity registration record in SAM.gov.

Do I need to log in to search Exclusion data?

No, exclusion data is available without login for all users.

What is an Entity?

An entity is any person who or organization that is registered to do business with the federal government. You must have an active entity registration in SAM.gov to receive a federal contract or federal assistance.

SAM.gov is the official free, government-operated website for management of government awards. There is **NO** charge to register or maintain your entity registration record in SAM.gov.

What if I want to search for both Entity Registration and Exclusion records?

When you search in the entity information domain, all entity records including Entity Registration, Exclusion and Disaster Registry records will be provided for the entity. You do not need to search the exclusions domain separately to view exclusions. You will need to be logged in to see any entity data besides exclusions.

What is an Exclusion Record?

An exclusion record identifies parties excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. Exclusions are also referred to as “suspensions” and “debarments.”

Note: When reviewing SAM records to determine federal award eligibility, closely read nature (cause) and effect language present on each exclusion record to determine applicability for the planned award.

What are Classifications?

Every exclusion record in SAM is one of four categories, or Classification Types:

- Individual
- Firm
- Special Entity Designation
- Vessel

If you only search for a particular classification (i.e. Firm), you are potentially excluding results classified under a different category.

Can I search for an exclusion by Unique Entity Identifier (UEI) or CAGE code?

SAM.gov does not have UEI, currently the DUNS, or CAGE code on file for all Firm Exclusion records. Therefore, a search by one of these fields may not be sufficient to find a match. You should perform an additional name search if no results are found using the UEI or CAGE code.

How to Search Exclusion Records

Search SAM.gov to Search Exclusion Information

1. Select SEARCH from the menu.
2. In the filters, under “Select Domain,” Select “Exclusions.”
3. The page will refresh with exclusions content and the filters will change to reflect the options available in this domain.
4. Select any category you want to filter your results.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Advanced Search – Exclusions

After logging in to SAM.gov:

1. Navigate to the Home page and select “Exclusions.”
2. Select the “Advanced Search” button above the Search bar.
3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one:
 - **Keywords:** Apply any keyword searches to your filter

- **Classification:** Four categories of Exclusions
 - **Excluded Individual:** Information you can enter to filter by individual
 - **Excluded Other:** Information you can enter to search by UEI, Cage, etc.
 - **Federal Organizations:** Filter by Federal Organizations
 - **Exclusion Type:** Filter by 1 of 4 defined exclusion types
 - **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement
 - **Location:** Filter by ZIP Code, State or other geographical information
 - **Dates:** Filter by several relevant date options
 - **Exclusion Status:** Active/Inactive
4. Use the Reset Filters button to clear all filters applied at once.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Save Your Search – Exclusions

Save search results in SAM.gov by selecting “Actions” and selecting “Save.” You can access these saved searches at a later time by selecting the Saved Search tab on the Search page.

Note: You must be logged in to save search results and to view saved searches.

Follow an Exclusion

- You can elect to follow a specific exclusion record by clicking the blue name of the record. Once the record is open you can select “Follow.”
- You can access followed items from the link in the Profile area of your Workspace.

Note: You must be logged in to follow exclusion records or access your followed items.

Please follow instructions below to access the documents:

Instructions for ftp file path:

Simply click on this link

<ftp://ftp.lakelandgov.net>

Username: **upload** Password: **lakeland**

Choose "Outgoing" Folder

Choose "Public Works" Folder

Choose "CDBG-MIT Lake Bonnet Project" Folder

Pick the document you need

For City Use: Use the following link to download documents (bid, i.e.) to the outgoing folder for outside bidders and consultants to retrieve documents.

<\\proxy-1\ftppub>



**RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801**

**ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING & ENVIRONMENTAL CONSULTING SERVICES
(CCNA) FOR THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS
MITIGATION PROJECT**

FOR THE CITY OF LAKELAND

April 20, 2023

2023-RFQ-020

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. Questions & Answers (Attached)**
- 2. RFQ Due Date Remains: 2:00 p.m. – Wednesday – May 31, 2023.**

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

RFP No. 2023-RFQ-020 Questions & Answers

HGS, LLC – Stephanie Rochowiak

- Please confirm that this SF LLL is required from each reporting entity (prime and each subconsultant firm) and not a signed form from each key personnel listed in our proposal. As stated under the Qualifications Package Section, Tab 10: Attached and/or Required Forms. Attachment 5 - Disclosure of Lobbying Activities (Standard Form – LLL) – ..."each of Respondent's key employees" shall complete the form.
For purposes of further defining "key employees" - The prime's proposed principal in charge of the project and each subcontracted firm's proposed principal in charge of the project shall execute the Form.

Environmental Science Associates, Inc - Kevin Lord

- Would the City please provide the schedule of deliverables agreed upon with DEO as part of the grant obligation?
Attached to this Addendum 2 is a copy of **Attachment B – Project Budget** and **Attachment C – Activity Work Plan** (these attachments are a part of the MT047 Subrecipient Agreement the City of Lakeland entered into with the State of Florida Department of Economic Opportunity on 10/27/2022) and are subject to change with DEO's prior approval.
Attachment B identifies the **Phases** and those **Deliverables** under each phase. Attachment C provides the **Estimated Units to be Completed by the "End Date."** The City is in the process of updating the Start and End Dates of Attachment C, and does not anticipate any significant changes to the deliverables.

Attachment B – Project Budget

Subrecipient: City of Lakeland

Contract Number: MT047

Modification Number:

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source *	Total Funds
1. Project Implementation													
1a.	Financial records maintenance and preparation/submittal of monthly and/or quarterly reports	X				X	X			\$1,592,000			
1b.	Conduct stakeholder meetings with property owners within the project area, community engagement and outreach, public meetings, information sharing via social media and/or other methods as outlined in DEO Agreement No MT047 Project Implementation through Phase 1, Phase 2 and Phase 3	X				X	X			\$350,000			
1c.	Preparation of bid documents and specifications for environmental consulting and project oversight, bid notification, subcontractor site visit, bid review, selection & award of contracts. Responsive environmental consultant(s) will be selected to perform environmental consulting, including completion of environmental field investigations, project design and engineering, project management and oversight as outlined in DEO Agreement No MT047 Project Implementation through Phase 1, Phase 2 and Phase 3	X				X	X			\$50,000			
1d.	Monthly project planning meetings with City staff, vendors, subcontractors, regulatory agencies & submittal of	X				X	X			\$1,080,000			

	meeting minutes to DEO as outlined in DEO Agreement No MT047 Project Implementation through Phase 1, Phase 2, and Phase 3 (estimated 72 months)											
1e.	Complete Environmental Review per NEPA Guidelines	X				X	X			\$150,000		
1g.	Prepare and submit Environmental Impact Statement and NEPA Review Findings and Recommendations Report (Draft and Final)	X				X	X			\$50,000		
1h.	Project & Program Management as outlined in DEO Agreement No MT047 Project Implementation through Phase 1, Phase 2, and Phase 3)	X				X	X			\$2,160,226		
2. Phase I - Feasibility Study												
2a.	Floodway Encroachment Analysis	X				X	X			358,000		
2b.	FEMA review and coordination	X				X	X			15,000		
2c.	Pre-application meetings with permitting agencies (SWFWMD, FDEP, USACoE)	X				X	X			25,000		
2d.	Stakeholder coordination with property owners within the project area for access for feasibility study scope of work	X				X	X			10,000		
2e.	Conduct surveys, site inspections, property appraisal and land/easement acquisition study	X				X	X			110,000		
2f.	Project technical scope, schedule and budget review and refinement, submit to DEO	X				X	X			50,000		
2g.	Topographic & Boundary Survey	X				X	X			75,000		
2h.	Wetlands Delineation	X.				X.	X			90,000		
2i.	Bathymetric Mapping and Sediment Thickness Survey	X.				X.	X			65,000		

2j.	LiDAR Survey	X.				X.	X			95,000			
2k.	Project Feasibility & Implementation Plan	X				X	X			98,000			
2l.	30% Preliminary Design Report (Dredge Operations, Wetland Rehabilitation and Littoral Zone Restoration)	X				X	X			165,000			
2m.	30% Preliminary Design Report (Flood Protection Mitigation)	X				X	X			165,000			
3. Phase 2 – Design and Engineering													
3a.	Complete easement & property acquisition	X				X	X			625,000			
3b.	Work Plans (Health & Safety, Emergency Response, Sampling & Analysis, and Quality Assurance/Quality Control)	X				X	X			95,000			
3c.	Sediment sampling field investigation, laboratory analysis, and report	X				X	X			230,000			
3d.	Geotechnical field investigation, laboratory analysis, and report	X				X	X			220,000			
3e.	Groundwater Impact Field Investigation (monitoring well and seepage meter install, sampling and analysis) and Report	X				X	X			135,000			
3f.	Treatability Testing & Evaluation and Report	X				X	X			80,000			
3g.	Construction Design 60% Plans (Dredge Operations, Wetland Restoration and Littoral Zone Rehabilitation)	X				X	X			175,000			
3h.	Construction Design 90% Plans (Dredge Operations, Wetland Restoration and Littoral Zone Rehabilitation)	X				X	X			150,000			
3i.	Construction Design 100% Plans (Dredge Operations, Wetland Restoration and Littoral Zone Rehabilitation)	X				X	X			75,000			

3j.	Value Engineering & Constructability Review and Report	X				X	X			45,000			
3k.	State, Local and Federal Permit Application and Submittal (SWFWMD, USACoE, FDEP, and Building)	X				X	X			80,000			
3l.	Construction Design 60% Plans (Flood Protection Mitigation)	X				X	X			175,000			
3m.	Construction Design 90% Plans (Flood Protection Mitigation)	X				X	X			150,000			
3n.	Construction Design 100% Plans (Flood Protection Mitigation)	X				X	X			75,000			
3o.	Complete Construction Design and Bid Specification Package (Dredge Operations, Wetland Restoration and Littoral Zone Rehabilitation)	X				X	X			125,000			
3p.	Complete Construction Design and Bid Specification Package (Flood Protection Mitigation)	X				X	X			125,000			
4. Phase 3 - Construction													
4a.	Construction Bid Notification, subcontractor site visit, bid review, bid award & notification to most responsive bidder(s), procurement for dredging operations and sediment management	X				X	X			45,000			
4b.	Construction Management & Vendor/Subcontractor Oversight as outlined in DEO Agreement No MT047 throughout Phase 3	X				X	X			1,852,895			
4c.	Construction oversight workplans, including Health & Safety Plan and Emergency Response & Preparedness Plan	X				X	X			48,000			
4d.	Lake Bonnet sediment removal mobilization	X				X	X			418,000			
4e.	Construct dredge materials management area(s) (DMMA) and dewatering operations for contaminated sediments	X				X	X			540,830			

4f.	Construct geocells and aqua dams on 40 acres of wetland rehabilitation zone for non-contaminated dredge spoils	X				X	X			600,000			
4g.	Lake Bonnet sediment dredging operations (up to 425,000 cy sediment), separation of contaminated and non-contaminated sediment, placement in DMMA	X				X	X			2,790,179			
4h.	Emplace non-contaminated dredge sediment in wetland rehabilitation zone	X				X	X			6,696,429			
4i.	Emplace and dewater contaminated sediment in DMMA	X				X	X			230,000			
4j.	Loading/transport/disposal of approximately 58,000 cubic yards of contaminated sediments (including sample collection, laboratory analysis and manifest preparation)	X				X	X			2,232,140			
4k.	Littoral zone rehabilitation & enhancement (10 acres)	X				X	X			1,116,071			
4l.	Lake Bonnet sediment removal demobilization	X				X	X			418,000			
4m.	Construction Bid Notification, subcontractor site visit, bid review, bid award & notification to most responsive bidder(s), procurement for flood hazard mitigation activities (weir removal, embankment stabilization, pump station & ancillary equipment installation, culvert retrofits, canal modifications, and flood relief diversion infrastructure)	X				X	X			45,000			
4n.	Demolition & removal of dilapidated weir structure	X				X	X			198,329			
4o.	Regrading/Stabilization of west Lake Bonnet embankment	X				X	X			2,016,000			
4p.	Construct and install pump station, 42' force main and Ancillary Equipment for pumping from Lake Bonnet Canal to Lake Bonnet	X				X	X			2,135,196			

4q.	Pump station power drop	X				X	X			40,000		
4r.	Retrofit/Construct culverts at May Manor Crossing	X				X	X			457,380		
4s.	Retrofit/Construct culverts at Bridge Boulevard	X				X	X			457,380		
4t.	Lake Bonnet Canal Modifications (excavation, bank stabilization, dewatering, transport of materials)	X				X	X			2,215,080		
4u.	Construction of flood relief diversion barriers, conveyance infrastructure and retention/detention facilities	X				X	X			8,926,255		
4v.	Final Report delivery (As-Builts, Photo Documentation)	X				X	X			195,000		
Totals:										42,986,390		

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1. Bonnet Springs Park	
2.	
3.	
4.	

Attachment C – Activity Work Plan

Subrecipient City of Lakeland Activity: Lake Bonnet Drainage Flood Hazard and Debris Mitigation Project Project Budget: \$42,986,390.00
 Contract Number: MT047 Date Prepared: October 2022 Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
11/22	12/28	Monthly financial records maintenance, preparation & submittal of monthly reports	72	\$1,592,000
12/22	12/28	Conduct stakeholder meetings and prepare meeting minutes, provide community engagement and outreach activities, information sharing via social media throughout the implementation to completion of project	12	\$350,000
12/22	1/23	Prepare and submit bid documents and specifications for environmental consulting services, including NEPA review, program oversight, project design and engineering for review and approval by DEO	1	\$40,000
1/23	3/23	Advertise for and open bids for environmental consulting services, evaluate and rank bids, issue notice to proceed to selected subcontractor, prepare contract documents	1	\$10,000
12/22	12/28	Monthly project planning meetings with City staff, vendors, subcontractors, regulatory agencies, and preparation and submittal of meeting minutes	72	\$1,080,000
4/23	9/23	Complete NEPA review (field investigations, records review, site surveys)	1	\$150,000
8/23	9/23	Prepare and submit findings and recommendations report for NEPA review (DRAFT)	1	\$25,000
10/23	11/23	Prepare and submit NEPA findings and recommendations report (FINAL)	1	\$25,000
12/22	12/28	Project oversight and program management, communications with regulatory agencies, QA/QC oversight, compliance maintenance, etc.	72	\$2,160,226
1/23	4/23	Stakeholder coordination with property owners within Feasibility Study project area to obtain site access and review scope of work	1	\$10,000
4/23	8/23	Complete Floodway Encroachment Analysis (field investigations, records review, site visits)	1	\$300,000

7/23	9/23	Prepare and submit DRAFT Floodway Encroachment Analysis report with findings and recommendations	1	\$40,000
10/23	11/23	Prepare and submit FINAL Floodway Encroachment Analysis report with findings and recommendations	1	\$18,000
11/23	12/23	Complete FEMA review and coordination, prepare Letter of Map Revision as needed)	1	\$15,000
8/23	12/23	Complete pre-application meetings with permitting agencies, including Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), US Army Corp of Engineers (USACoE)	1	\$25,000
4/23	9/23	Complete surveys, site inspections, property records review, property appraisals, and land/easement acquisition study	1	\$110,000
9/23	12/23	Project technical scope, schedule, and budget review and refinement, submit to DEO for approval	1	\$50,000
4/23	9/23	Complete Topographic & Boundary Survey of project study area	1	\$75,000
4/23	9/23	Complete Wetlands Delineation in project study area	1	\$90,000
4/23	9/23	Complete Bathymetric Mapping and Sediment Thickness Survey	1	\$65,000
4/23	9/23	Complete LiDAR Survey of project study area	1	\$95,000
8/23	10/23	Complete Project Feasibility Study & Implementation Plan DRAFT report	1	\$64,000
11/23	12/23	Complete Project Feasibility Study & Implementation Plan FINAL report	1	\$34,000
9/23	9/23	Complete and submit 30% Preliminary Design Report for Dredge Operations, Wetland Rehabilitation and Littoral Zone Restoration	1	\$165,000
9/23	9/23	Complete and submit 30% Preliminary Design Report for Flood Protection Mitigation	1	\$165,000
9/23	2/24	Complete easement and property acquisitions	1	\$625,000
4/23	5/23	Complete Work Plans for field investigation work, including Health & Safety Plan, Emergency Response Plan, Sampling & Analysis Plan, & Quality Assurance Project Plan	4	\$95,000

4/23	9/23	Complete sediment sampling field investigation, laboratory analysis, summary report	1	\$230,000
4/23	9/23	Complete geotechnical field investigation, laboratory analysis, summary report	1	\$220,000
4/23	9/23	Complete groundwater impact field investigation, laboratory analysis, and summary report	1	\$135,000
7/23	9/23	Complete treatability testing/evaluation, and summary report	1	\$80,000
11/23	11/23	Complete Construction Design Plans (60%) for Dredge Operations, Wetland Restoration, and Littoral Zone Rehabilitation	1	\$175,000
11/23	11/23	Complete Construction Design Plans (60%) for Flood Protection Mitigation	1	\$175,000
9/23	11/23	Complete Value Engineering & Constructability Review and Summary Report	1	\$45,000
1/24	1/24	Complete Construction Design Plans (90%) for Dredge Operations, Wetland Restoration, and Littoral Zone Rehabilitation	1	\$150,000
1/24	1/24	Complete Construction Design Plans (90%) for Flood Protection Mitigation, submit to DEO for review	1	\$150,000
11/23	1/24	State, Local, and Federal Permit application and submittals (SWFWMD, FDEP and USACoE)	1	\$80,000
3/24	3/24	Complete Construction Design Plans (100%) for Dredge Operations, Wetland Restoration, and Littoral Zone Rehabilitation	1	\$75,000
3/24	3/24	Complete Construction Design Plans (100%) for Flood Protection Mitigation	1	\$75,000
3/24	4/24	Complete Construction Design and Bid Specification Package for Dredge Operations, Wetland Restoration and Littoral Zone Rehabilitation, submit to DEO for review and approval	1	\$125,000
3/24	4/24	Complete Construction Design and Bid Specification Package for Flood Protection Mitigation, submit to DEO for review and approval	1	\$125,000
4/24	5/24	Construction bid notifications for dredging operations and sediment management, subcontractor site visit, bid review, bid award & notification to most responsive bidder(s). Complete procurement package and submit to DEO for review and approval	1	\$45,000
4/24	5/24	Construction bid notification for flood protection mitigation (weir removal, embankment stabilization, pump station construction, culvert retrofits, canal modifications, and flood relief diversion infrastructure), subcontractor site visit, bid review, bid award & notification to most responsive bidder(s). Complete procurement package and submit to DEO for review and approval.	1	\$45,000

1/24	2/24	Complete construction work plans (Health & Safety, Emergency Response & Preparedness)	1	\$48,000
5/24	12/28	Construction Management & Vendor/Subcontractor Oversight, monthly project status review/update	48	\$1,852,895
5/24	12/27	Lake Bonnet sediment removal/dredging equipment mobilization	3	\$418,000
12/24	10/28	Lake Bonnet sediment removal/dredging equipment demobilization	3	\$418,000
5/24	6/28	Construct dredge materials management area(s) (DMMA) and dewatering operations for contaminated sediment	1	\$540,830
5/24	6/28	Construct geocells and aquadams for non-contaminated sediment	1	\$600,000
6/24	10/28	Lake Bonnet sediment dredging operations, separation of contaminated vs. non-contaminated sediment (approximately 425,000 cubic yards)	1	\$2,790,179
6/24	10/28	Emplace non-contaminated sediment in geocells and complete wetland rehabilitation	1	\$6,696,429
6/24	10/28	Emplace contaminated sediment in DMMA and complete dewatering operations	1	\$230,000
6/24	10/28	Loading/transport/disposal of approximately 58,000 cubic yards of contaminated sediment (includes laboratory analysis, manifest preparation and tracking)	1	\$2,232,140
6/24	10/28	Thin layer sand capping and littoral zone restoration	1	\$1,116,071
6/24	10/24	Demolition of dilapidated weir in Bonnet Canal	1	\$198,329
6/24	6/26	Regrading and stabilization of west Lake Bonnet embankment	1	\$2,016,000
2/25	6/27	Construct and install pump station, 42" force main and ancillary equipment for pumping water from Lake Bonnet Canal to Lake Bonnet	1	\$2,135,196
3/27	8/27	Install pump station power drop	1	\$40,000
1/25	6/27	Retrofit/construct culverts at May Manor Crossing	1	\$457,380

1/25	6/27	Retrofit/construct culverts at Bridge Boulevard	1	\$457,380
1/25	6/27	Lake Bonnet Canal modifications/retrofit (excavation, bank stabilization, dewatering, transport and disposal of materials)	1	\$2,215,080
1/25	6/28	Construction of flood relief diversion barriers, conveyance infrastructure and retention/detention facilities	1	\$8,926,255
6/28	12/28	Final Report delivery, including as-built engineering drawings	1	\$195,000



**RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801**

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING & ENVIRONMENTAL CONSULTING SERVICES
(CCNA) FOR THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS
MITIGATION PROJECT**

FOR THE CITY OF LAKELAND

May 5, 2023

2023-RFQ-020

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. Questions & Answers (Attached)**
- 2. RFQ Due Date Remains: 2:00 p.m. – Wednesday – May 31, 2023.**

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

Questions from HGS, LLC (RES)

RFQ Attachment 5 is a Federal Standard Form LLL (or SF LLL). They list the name in small print on the bottom right corner of the form. This form is frequently included with any proposal/bid/grant application that is tied to Federal money. In the past, I have only seen it required to be signed at the bottom by someone authorized to do so by the "Reporting Entity (or contracted firm)" that is listed in Section 4 of the form. Sometimes it is only required at the time of award and then updated periodically throughout the contract, on a quarterly basis I believe. Depending on the sizes of the responding teams, you could have dozens of these forms attached to each proposal, but in my experience, it has been a requirement for the prime and any/all subcontractor firms, but not individuals.

Please refer to the response in Addendum 1:

- Please confirm that this SF LLL is required from each reporting entity (prime and each subconsultant firm) and not a signed form from each key personnel listed in our proposal. [As stated under the Qualifications Package Section, Tab 10: Attached and/or Required Forms. Attachment 5 - Disclosure of Lobbying Activities \(Standard Form – LLL\) – ...](#) "each of Respondent's key employees" shall complete the form. [To further define "key employees," the prime's proposed principal in charge of the project and each subcontracted firm's proposed principal in charge of the project shall execute the Form.](#)
- Thanks for sending us the sam.gov instructions. I saw those before, but it does not seem to match in practice, and it doesn't generate any type of report or anything that can be captured in a screen capture because you need to scroll down to see the "no exclusions" results, but by the time you scroll down that far, you can't see the name of the company you were searching! [Please refer to the response in Addendum 1: An updated SAM.GOV "Quick Start Guide Exclusion Data – Search/View" instructions are attached as RFQ Exhibit B-Updated SAM.GOV Quick Start Guide for Exclusions Search.](#) [For consistency purposes, please follow these directions. A dated PDF of the search will be sufficient for the required submittal.](#)
- Also, I don't know if you saw my earlier comment about not locating the place to upload the proposal. I see where we upload each attachment, but cannot find the spot to upload the proposal once we have it ready. [Under the "Draft Response" button in OpenGov, Respondents shall upload their proposal/submittal under the Vendor Questionnaire Tab #3. Qualifications Submittal.](#)

Questions from Stephanie Rochowiak @HGS, LLC dba RES Operating Company

There isn't a signature block on the addendum and the RFP asks that we include signed copies of all the addendums with our submittal. In lieu of including signed copies of each addendum, can we include written acknowledgment of receipt within our proposal? Something like " We acknowledge receipt of Addendum No. 1, dated April 19, Addendum No. 2, dated...etc."?

[Under the "Draft Response" button in OpenGov, Respondents will be automatically presented with Addendums issued and asked to acknowledge said Addendums at that time.](#) [The City recently moved to a new procurement system, so the "...include signed copies of all the addendums..." is a holdover of wording from the old system. Please excuse the confusion.](#)

- Please confirm that professional profiles or resumes for staff, as well as descriptions of past projects, can be included as attachments to the 50-page proposal and that these attachments will not count towards the proposal's 50-page limit.

Yes, the professional profiles or resumes for staff, as well as descriptions of past projects, can be included as attachments to the 50-page proposal and will not count towards the proposal's 50-page limit.

- The locations for uploading all the attachments are straightforward, but the area to upload the 25-page response is not clear.

Under the "Draft Response" button, Respondents shall upload their proposal/submittal under the Vendor Questionnaire Tab #3. [Qualifications Submittal](#).

- During the pre-bid meeting, there was mention of several previously conducted flood studies and/or reports. Can these be made available to us?

A handout with instructions to access the City's FTP site with a list of studies and/or reports previously conducted was provided at the Mandatory Pre-Bid meeting and also included in Addendum 1.

Cathy Foerster Geosyntec Consultants, Inc.

- Will the City provide a copy of the executed grant agreement with DEO for this project?

Yes, a copy of the fully executed State of Florida, Department of Economic Opportunity Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement may be accessed at the following project website [Lakes & Stormwater Grants | City of Lakeland \(lakelandgov.net\)](#) under [Contracts and Agreements](#)

- **The solicitation document indicates that insurance terms/required liability limits are applicable to the prime consultant and subconsultants (Section 5.3; page 28). Some of the coverages may not be applicable to the services provided by a particular subcontractor, and smaller specialty subcontractors (for example, a grants consultant) may experience financial hardship to maintain all required coverages. Therefore, will the City revisit the requested coverages and indicate which coverages/liability limits are mandatory for subcontractors?

**This question has been forwarded to the City's Risk Management Department for a response. That response will be included in the next Addendum.

- Will the City provide the list of attendees from the mandatory pre-submittal meeting?

A copy of the sign-in sheet for the mandatory pre-submittal meeting is attached to this Addendum 3.

Questions from Kevin Lord @ Environmental Science Associates, Inc.

- Page 19, Tab 2, Company Qualifications/Project Experience, requests 5 similarly scoped projects. Given the complexity of the project: 1.) Do these need to be Florida projects only? 2.) Do these need to be performed by the prime consultant only, or are subcontractor references also acceptable? 3.) Do projects need to have been completed in full, or are partially completed or ongoing projects acceptable?

1. No, projects can be outside the State of Florida but must be similarly scoped.
2. Projects can be performed by subconsultants, but will have a lower scoring value than projects performed by the prime.
3. Ongoing or partially completed projects are acceptable but will have a lower scoring value than completed projects.

- As stated in the RFQ, the font size is to be 11pt. Due to the electronic nature of this proposal, can headers/footers, matrices, callouts, and specialty graphics contain a smaller font size as long as it is clear and legible?

Yes, headers, footers, matrices, callouts, resumes (i.e., education, areas of expertise, years of experience, training, licenses, and specialty graphics may contain smaller font sizes (minimum of 8-point font size) and are clear and legible. The main body of the RFQ shall remain at an 11-point—font size (Arial or Times New Roman).

- This RFQ clearly defines the layout of Tabs 1-10. Upon review, it appears many of these defined elements are also required to be uploaded separately to the City's e-Procurement site. (e.g.: Tab 5: Insurance, and Tab 10: Forms.) Could you please define whether the 50-page limitation applies to all elements of Tabs 1-10, including the items that are separately uploaded in Tab 5 and Tab 10? If not, could you please define what tabs are applicable to the 50-page limitation?

The 50-page limit includes the Letter of Transmittal and Tabs 1, 2, 3, and 4. Tabs 5, 6, 7, 8, 9, and 10 will not be included in the 50-page limitation.

For instructional purposes:

Tab 5 – Insurance – Certificate of Insurance(s) shall be uploaded under #4 Certificate of Insurance (in the Vendor Questionnaire) and will not be included in the 50-page limitation.

Tab 6 – Indemnification and Specification of Safety and Occupational Health Requirements shall be uploaded under #5 Hold Harmless Indemnification Agreement (Attachment M) in the Vendor Questionnaire and will not be included in the 50-page limitation.

Tab 7 – Other Information (limit two pages) will not be included in the 50-page limitation but uploaded with the Respondent's proposal/submittal under #3 Qualifications Submittal in the Vendor Questionnaire.

Tab 8- Addenda – Under the "Draft Response" button in OpenGov, Respondents will be automatically presented with Addendums issued and asked to acknowledge said Addendums at that time. Addenda will not be included in the 50-page limitation.

Tab 9 – Previous Work will not be included in the 50-page limitation but uploaded with the Respondent's proposal/submittal under #3 Qualifications Submittal in the Vendor Questionnaire.

Tab 10- Attached and Required Forms will not be included in the 50-page limitation.

Questions from Ann Rhodes @ AECOM Technical Services, Inc.

- The RFP states that an 11-point font (Arial or Times New Roman) must be used. Would the City of Lakeland consider a smaller font for tables, figures, callout boxes, headers/footers, and resumes (i.e., education, areas of expertise, years of experience, training, and licenses)?

See similar question and City's response as follows:

As stated in the RFQ, the font size is to be 11pt. Due to the electronic nature of this proposal, can headers/footers, matrices, callouts, and specialty graphics contain a smaller font size as long as it is clear and legible?

Yes, headers, footers, matrices, callouts, resumes (i.e., education, areas of expertise, years of experience, training, licenses, and specialty graphics may contain smaller font sizes (minimum of 8-point font size) and are clear and legible. The main body of the RFQ shall remain at an 11-point—font size (Arial or Times New Roman).

- On Page 35, 7.10. Attach DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the "Good Faith Efforts" made in the utilization of potential DBE/MBE/WBE Sub-Consultants - Attachment 6* and in Attachment 6, we are asked to provide detailed information regarding "Good Faith Efforts", what is the format for providing this

information/ If we have DBE/MBE/WBE Sub-Consultants on our team, do we need to provide a Good Faith Effort documentation?

There is no specific format for providing documentation of "Good Faith Efforts" in the utilization of potential DBE/MBE/WBE subconsultants. The Respondent must show that it took all necessary, reasonable, and timely steps to achieve sufficient participation. The quality, quantity, and intensity of the different kinds of efforts made by the Respondent will be considered. Soliciting through all reasonable and available means to attract the interest of certified DBE/MBE/WBEs who have the capability to perform the work of the contract. Also, the Respondent may consider selecting or breaking out portions of the work (that might otherwise be performed by the prime Consultant) into economically feasible units to facilitate DBE/MBE/WBE participation. Demonstrate effective use of the services of available DBE/MBE/WBE groups; local, state, and Federal MBE and WBE offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. The City may also take into account the performance of other bidders in meeting the use of DBE/MBE/WBE for the project.

- On Page 22 of the RFQ, the RFQ states, "Tab 6: Indemnification and Specification of Safety and Occupational Health Requirements Hold Harmless Indemnification Agreement and Specification of Safety and Occupational Health Requirements. The Respondent shall indemnify and hold harmless the City by reading and acknowledging the enclosed Hold Harmless Indemnification Agreement found in the Vendor Questionnaire Section of this RFQ. The Respondent shall also comply with the City's Specification of Safety and Occupational Health Requirements included in this RFQ provided under the Specification of Safety and Occupational Health Section." On 34 of the RFQ states, "7.4. Hold Harmless Indemnification Agreement - Attachment M*" is required to be filled out. Are Tab 6: Indemnification and Specification of Safety and Occupational Health Requirements Hold Harmless Indemnification Agreement and Specification of Safety and Occupational Health Requirements and Attachment M the same? Do we need to provide a copy of the form in two places?

Yes, they are the same. Tab 6 – Indemnification and Specification of Safety and Occupational Health Requirements shall be uploaded under [#5 Hold Harmless Indemnification Agreement \(Attachment M\)](#) in the Vendor Questionnaire and will not be included in the 50-page limitation. A separate copy will not be required.

- On page 22 of the RFQ states, "Tab 7: Other Information Provide any information pertinent to the project that will provide insight to the City evaluators about the qualifications, fitness, and abilities of the Respondent (please limit this information to two (2) pages)." Is this a total of two pages or two pages per topic area?

A total of two (2) pages.

- On page 22, the RFQ state, "Provide all addenda issued pursuant to this solicitation. It is the Respondent's responsibility to contact the City Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the qualification package." Do we need to provide copies of the addenda in our proposal or acknowledge receipt of the addenda? If we have to provide copies of the addenda, does it count toward the page count?

With the implementation of the City's new e-procurement system, OpenGov requires Respondents to acknowledge the addenda when drafting/submitting their proposal/response under "Draft Response." Therefore, the signature block was removed from the addendum forms since it will now be acknowledged through the system. Accordingly, copies of the addenda will not be necessary. Further operational information can be obtained directly from the City's Purchasing Division by calling Tara Walls @ (834) 834-6780.

- On page 22, the RFQ states, "Provide a list of all contracts the Respondent has performed for the City of Lakeland (if any). The City will review all contracts the Respondent has performed for the City. As such, the Respondent must list and describe all services and work performed for the City and include for each project: • Name of the City Department that administers or administered the contract • Description of work • Total dollar value of the contract • Dates covering the term of the contract • City contact person and phone number • Statement of whether Respondent was a consultant or sub-consultant • Results of the project What is the time period for the City of Lakeland projects?"

The previous five years are sufficient.

- On page 22, the RFQ states, Provide a list of all contracts the Respondent has performed for the City of Lakeland (if any). The City will review all contracts the Respondent has performed for the City. As such, the Respondent must list and describe all services and work performed for the City and include for each project: • Name of the City Department that administers or administered the contract • Description of work • Total dollar value of the contract • Dates covering the term of the contract • City contact person and phone number • Statement of whether Respondent was a consultant or sub-consultant • Results of the project. Will the list of contracts count toward the page count?

Tab 9 – Previous Work will not be included in the 50-page limitation but uploaded with the Respondent's proposal/submittal under #3 Qualifications Submittal in the Vendor Questionnaire.

- On page 19, the RFP states, "List all Florida clients within the last five (5) years to include client name and contract dates (from and to)." Large firms have 100s of clients, will there be a limit on the number of clients to submittal? If there is no limit, does this count towards the page count?

This can be provided as an attachment and will not count toward the page count.

- On page 19, the RFP states, "Firms shall be fully licensed with all applicable and required licenses, including government licenses, certifications, and related authorizations from Polk County, the City, and any other governing governmental regulatory authorities. The Respondent should include details about the licenses and include copies of those documents with the submission." Please provide the specific names of the licenses. Please provide the specific names of the related authorizations from Polk County, City of Lakeland, and any other governing governmental regulatory authorities.

The licenses, certifications, and authorizations will vary depending on the Respondent's project team. For example, Respondent's firm may include a Professional Engineer and/or Professional Surveyor licensed by the State of Florida. Respondent would then include a copy of the P.E.'s and/or Surveyor's license in the qualification response.

- Do resumes count towards the page count? Is there a page limit on resumes?

No. The professional profiles or resumes for staff will not count towards the 50-page limitation.

- On page 19, the RFQ states, "List all Florida clients within the last five (5) years to include client name and contract dates (from and to). Is there a limit to the number of clients? Large firms have 100s of clients within the state of Florida.

The "List of all Florida clients within the last five (5) years falls under Tab 2 – Company Qualifications/Project Experience. Therefore, as noted in a similar question above - The 50-page limit includes the Letter of Transmittal and Tabs 1, 2, 3, and 4. Tabs 5, 6, 7, 8, 9, and 10 will not be included in the 50-page limitation.

Consider limiting the list of Florida clients to only those the firm has performed similar services as requested in this RFQ.

- Can a firm submit as a prime and a subconsultant on different teams?
Yes, this is acceptable.
- If our firm or key employees or our subconsultants and their key employees were not involved in lobbying activities for this grant, do we have to fill out the form, or can we put not applicable at the top of the form?
The response to this question was previously answered in Addendum 1. As stated under the Qualifications Package Section, Tab 10: Attached and/or Required Forms. Attachment 5 - Disclosure of Lobbying Activities (Standard Form – LLL) – ...” each of Respondent's key employees” shall complete the Form.
To further define “key employees,” the prime's proposed principal in charge of the project and each subcontracted firm's proposed principal in charge of the project shall execute the Form.
- Would the City of Lakeland consider allowing the Project Team organizational chart to be an 11x17 page?
No. please utilize the standard 8” x 10” size page.
- On page 19, the RFP states . . . "As part of the project approach, the Respondent shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also, provide information on the firm's current workload and how this project (given the extensive time commitment) will fit into the firm's workload" Is it the intent of the City of Lakeland to have the project's staff availability versus the firm?
Consider the firm's availability as well as the specific staff that will be working on the project.
- On page 19, the RFP states, "Provide references from five (5) similarly scoped projects as listed in this RFQ. Information should include the following: •Client name, address, contact person, telephone and email addresses; •Description of work; •Year the project was completed; and •Total Cost (Estimated and Actual) of phased projects similar to those listed in this RFQ: Phase 1 – Feasibility Study; Phase 2 – Design, permitting, communication, and coordination with property owners for potential property acquisition and/or easements and the public at large, as well as the development of a project implementation plan; and Phase 3 – Construction - Construction services, including project management, Construction Engineering Inspection (CEI), and Federal compliance oversight and reporting, including, but not limited to, DBE/MBE/WBE reporting, Davis-Bacon, Wage Rate Decisions, Section 3 Plan, and reporting." Does the entire project have to be completed, or can a Phase be completed for the project to be compliant with RFQ requirements?
The entire project completed will have a greater scoring value than partial project/phase completion.



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

MANDATORY PRE-PROPOSAL MEETING

SIGN IN SHEET

**PROFESSIONAL ENGINEERING & ENVIRONMENTAL CONSULTING SERVICES (CCNA)
FOR THE LAKE BONNET DRAINAGE BASIN FLOOD HAZARD AND DEBRIS MITIGATION PROJECT**

RFO NO. 2023-RFO-020

APRIL 18, 2023

CITY OF LAKELAND REPRESENTATIVE: Tara Walls
CITY OF LAKELAND REPRESENTATIVE: LARA BRADY
CITY OF LAKELAND REPRESENTATIVE: Laure Smith
CITY OF LAKELAND REPRESENTATIVE: Sean McGinnis
CITY OF LAKELAND REPRESENTATIVE: Laurel Hudson

1. **COMPANY NAME:** ESA
NAME OF ATTENDEE: Emily Keenan
PHONE: 7274331200 **E-MAIL:** ekeen@esassoc.com

2. **COMPANY NAME:** ESA
NAME OF ATTENDEE: Chris Warn
PHONE: 941-650-9545 **E-MAIL:** cwarn@esafla.com

3. **COMPANY NAME:** ESA
NAME OF ATTENDEE: SUSAN SHAW
PHONE: 4077099615 **E-MAIL:** SSHAW@ESASSOC.COM

4. **COMPANY NAME:** WSP
NAME OF ATTENDEE: Christy Mehle
PHONE: 470-991-3771 **E-MAIL:** Christine.mehle@wsp.com

5. COMPANY NAME: AECOM
NAME OF ATTENDEE: BABU MADABHUSHI
PHONE: 305-439-0869 E-MAIL: BABU.MADABHUSHI@AECOM.COM
6. COMPANY NAME: RES
NAME OF ATTENDEE: THOMAS LAROUÉ
PHONE: 727 457 9981 E-MAIL: tlaroue@res.us
7. COMPANY NAME: Dudek
NAME OF ATTENDEE: Candice D Magnus
PHONE: 760-642-8261 E-MAIL: cmagnus@dudek.com
8. COMPANY NAME: AECOM
NAME OF ATTENDEE: Dan Leuy
PHONE: 305-519-1194 E-MAIL: dan.leuy@AECOM.COM
9. COMPANY NAME: FSA
NAME OF ATTENDEE: Bryan Flynn
PHONE: 772 633 5300 E-MAIL: bflynn@esassoc.com
10. COMPANY NAME: GEOSYNTEC CONSULTANTS
NAME OF ATTENDEE: Mark Ellard
PHONE: 407 321 7030 E-MAIL: mellard@geosyntec.com
11. COMPANY NAME: Geosyntec consultants
NAME OF ATTENDEE: Mme Hardin
PHONE: 407 466-5034 E-MAIL: mhardin@geosyntec.com
12. COMPANY NAME: Dewberry
NAME OF ATTENDEE: Jeff LeQueen
PHONE: 813-613-4304 E-MAIL: jlequene@dewberry.com
13. COMPANY NAME: _____
NAME OF ATTENDEE: _____
PHONE: _____ E-MAIL: _____

Addendum "C"

City Qualification Requirements and Contract Provisions

- Appendix "A"** Scoring Criteria, Proof of Publication, Notice of Bid Opening, and Notice of Intent to Award
- Appendix "B"** (See above) Contract and Agreement for Engineering and Environmental Consulting Services for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation
- Appendix "C"** Federal Contract Provisions
- Appendix "D"** State and HUD Contract Provisions
- Appendix "E"** City's Insurance Requirements (negotiated) *(SEE PGS 25-28 OF RFQ)*
- Appendix "F"** City Specification of Safety and Occupational Health Requirements *(SEE PG 29 OF RFQ)*

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Did Respondent provide documentation or a past work plan to demonstrate experience? (0 to 5)

AGGREGATE SCORES SUMMARY

Vendor	Jobin Abraham	Lana Braddy	Heath Frederick	Sean McGinnis	Laurie Smith	Total Score (Max Score 109)
AECOM Technical Services, Inc.	94	100	89	95	101	95.8
Geosyntec Consultants, Inc.	99	103	89	80	104	95
Environmental Science Associates, Inc.	81	80	81	87	88	83.4
HGS, LLC dba RES Environmental Operating Company, LLC	77	73	88	67	83	77.6

VENDOR SCORES BY EVALUATION CRITERIA

Handwritten signatures of the evaluators: Jobin Abraham, Lana Braddy, Heath Frederick, Sean McGinnis, and Laurie Smith.

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Vendor	Response to the Requirements set forth in the Public Announcement Points Based 5 Points (4.6%)	Capability and Adequacy of the Professional Personnel Points Based 15 Points (13.8%)	Experience and Past Performance Points Based 30 Points (27.5%)	Willingness and Ability to Meet Time and Budget Requirements Points Based 10 Points (9.2%)	HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements Points Based 25 Points (22.9%)	Recent, Current and Projected Workloads Points Based 5 Points (4.6%)	Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise Points Based 14 Points (12.8%)	Experience working with DBEs, MBEs and/or WBEs Points Based 5 Points (4.6%)	Total Score (Max Score 109)
AECOM Technical Services, Inc.	3.4	14.6	29	9.2	23.4	4.6	6.8	4.8	95.8
Geosyntec Consultants, Inc.	5	14.2	26.8	7.4	23.8	4.4	9	4.4	95
Environmental Science Associates, Inc.	1.8	12.8	23.4	7.4	19	4	11.4	3.6	83.4
HGS, LLC dba RES Environmental Operating Company, LLC	2.6	13.4	23	9	14.4	4	7.4	3.8	77.6

INDIVIDUAL PROPOSAL SCORES

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

AECOM Technical Services, Inc.

Response to the Requirements set forth in the Public Announcement | Points Based | 5 Points (4.6%)

Jobin Abraham: 3

Lana Braddy: 3

Heath Frederick: 3

Sean McGinnis: 3

See Lana Brady's 6/15/23 email.

Laurie Smith: 5

Capability and Adequacy of the Professional Personnel | Points Based | 15 Points (13.8%)

Jobin Abraham: 15

Lana Braddy: 15

Heath Frederick: 13

Sean McGinnis: 15

Laurie Smith: 15

Experience and Past Performance | Points Based | 30 Points (27.5%)

Jobin Abraham: 28

Lana Braddy: 30

Heath Frederick: 27

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Sean McGinnis: 30

Laurie Smith: 30

Willingness and Ability to Meet Time and Budget Requirements | Points Based | 10 Points (9.2%)

Jobin Abraham: 8

Lana Braddy: 10

Heath Frederick: 8

Sean McGinnis: 10

Laurie Smith: 10

HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements | Points Based | 25 Points (22.9%)

Jobin Abraham: 23

Lana Braddy: 25

Heath Frederick: 22

Sean McGinnis: 22

Laurie Smith: 25

Recent, Current and Projected Workloads | Points Based | 5 Points (4.6%)

Jobin Abraham: 5

Lana Braddy: 5

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Heath Frederick: 5

Sean McGinnis: 3

Laurie Smith: 5

Thorough explanation of project and staffing plans to ensure coverage of the work scope.

Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise | Points Based | 14 Points (12.8%)

Jobin Abraham: 7

Lana Braddy: 7

Heath Frederick: 7

Sean McGinnis: 7

See Lana Brady's 6/15/23 email.

Laurie Smith: 6

3 DBE, 2 MBE, 1 WBE

Experience working with DBEs, MBEs and/or WBEs | Points Based | 5 Points (4.6%)

Jobin Abraham: 5

Lana Braddy: 5

Heath Frederick: 4

Sean McGinnis: 5

Laurie Smith: 5

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Significant experience working with SBEs of all kinds.

Environmental Science Associates, Inc.

Response to the Requirements set forth in the Public Announcement | Points Based | 5 Points (4.6%)

Jobin Abraham: 1

Lana Braddy: 1

Heath Frederick: 1

Sean McGinnis: 1

See Lana Brady's 6/15/23 email.

Laurie Smith: 5

Capability and Adequacy of the Professional Personnel | Points Based | 15 Points (13.8%)

Jobin Abraham: 13

Lana Braddy: 13

Heath Frederick: 12

Sean McGinnis: 13

Laurie Smith: 13

Experience and Past Performance | Points Based | 30 Points (27.5%)

Jobin Abraham: 26

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Lana Braddy: 22

Heath Frederick: 23

Sean McGinnis: 24

Laurie Smith: 22

Willingness and Ability to Meet Time and Budget Requirements* | Points Based | 10 Points (9.2%)

Jobin Abraham: 6

Lana Braddy: 8

Heath Frederick: 7

Sean McGinnis: 8

Laurie Smith: 8

HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements | Points Based | 25 Points (22.9%)

Jobin Abraham: 17

Lana Braddy: 18

Heath Frederick: 20

Sean McGinnis: 22

Laurie Smith: 18

Recent, Current and Projected Workloads | Points Based | 5 Points (4.6%)

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Jobin Abraham: 3

Lana Braddy: 5

Heath Frederick: 4

Sean McGinnis: 3

Laurie Smith: 5

Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise | Points Based | 14 Points (12.8%)

Jobin Abraham: 11

Lana Braddy: 11

Heath Frederick: 11

Sean McGinnis: 11

See Lana Brady's 6/15/23 email.

Laurie Smith: 13

4 DBE, 2 MBE, 3 WBE

Experience working with DBEs, MBEs and/or WBEs | Points Based | 5 Points (4.6%)

Jobin Abraham: 4

Lana Braddy: 2

Heath Frederick: 3

Sean McGinnis: 5

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Laurie Smith: 4

Geosyntec Consultants, Inc.

Response to the Requirements set forth in the Public Announcement | Points Based | 5 Points (4.6%)

Jobin Abraham: 5

Lana Braddy: 5

Heath Frederick: 5

Sean McGinnis: 5

See Lana Brady's 6/15/23 email.

Laurie Smith: 5

Capability and Adequacy of the Professional Personnel | Points Based | 15 Points (13.8%)

Jobin Abraham: 15

Lana Braddy: 15

Heath Frederick: 13

Sean McGinnis: 13

Laurie Smith: 15

Experience and Past Performance | Points Based | 30 Points (27.5%)

Jobin Abraham: 28

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Lana Braddy: 30

Heath Frederick: 26

Sean McGinnis: 20

Laurie Smith: 30

Willingness and Ability to Meet Time and Budget Requirements | Points Based | 10 Points (9.2%)

Jobin Abraham: 8

Lana Braddy: 10

Heath Frederick: 7

Sean McGinnis: 2

Laurie Smith: 10

HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements | Points Based | 25 Points (22.9%)

Jobin Abraham: 24

Lana Braddy: 25

Heath Frederick: 21

Sean McGinnis: 24

Laurie Smith: 25

Recent, Current and Projected Workloads | Points Based | 5 Points (4.6%)

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Jobin Abraham: 5

Lana Braddy: 5

Heath Frederick: 4

Sean McGinnis: 3

Laurie Smith: 5

Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise | Points Based | 14 Points (12.8%)

Jobin Abraham: 9

Lana Braddy: 9

Heath Frederick: 9

Sean McGinnis: 9

See Lana Brady's 6/15/23 email.

Laurie Smith: 9

Experience working with DBEs, MBEs and/or WBEs | Points Based | 5 Points (4.6%)

Jobin Abraham: 5

Lana Braddy: 4

Heath Frederick: 4

Sean McGinnis: 4

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Laurie Smith: 5

HGS, LLC dba RES Environmental Operating Company, LLC

Response to the Requirements set forth in the Public Announcement | Points Based | 5 Points (4.6%)

Jobin Abraham: 2

Lana Braddy: 2

Missing multiple required documents for subcontractors.

Heath Frederick: 2

Sean McGinnis: 2

See Lana Brady's 6/15/23 email.

Laurie Smith: 5

Capability and Adequacy of the Professional Personnel | Points Based | 15 Points (13.8%)

Jobin Abraham: 12

Lana Braddy: 13

Heath Frederick: 13

Sean McGinnis: 14

Laurie Smith: 15

Experience and Past Performance | Points Based | 30 Points (27.5%)

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Jobin Abraham: 22

Lana Braddy: 20

Heath Frederick: 28

Sean McGinnis: 22

Laurie Smith: 23

Willingness and Ability to Meet Time and Budget Requirements | Points Based | 10 Points (9.2%)

Jobin Abraham: 8

Lana Braddy: 8

Heath Frederick: 9

Sean McGinnis: 10

Laurie Smith: 10

HUD, CBDG-MIT, State, and Federal Regulatory and Compliance Requirements | Points Based | 25 Points (22.9%)

Jobin Abraham: 18

Lana Braddy: 15

Heath Frederick: 21

Sean McGinnis: 5

Laurie Smith: 13

There was not sufficient discussion of how these tasks would be accomplished

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Recent, Current and Projected Workloads | Points Based | 5 Points (4.6%)

Jobin Abraham: 4

Lana Braddy: 5

Heath Frederick: 4

Sean McGinnis: 2

Laurie Smith: 5

Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise | Points Based | 14 Points (12.8%)

Jobin Abraham: 7

Lana Braddy: 7

Missing multiple certificates/documentation to validate state DBEs, MBEs, and WBEs.

Heath Frederick: 7

Sean McGinnis: 7

See Lana Brady's 6/15/23 email.

Laurie Smith: 9

Experience working with DBEs, MBEs and/or WBEs | Points Based | 5 Points (4.6%)

Jobin Abraham: 4

Lana Braddy: 3

EVALUATION TABULATION

Request For Qualification - Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

EVALUATION TABULATION

RFQ No. 2023-RFQ-020

Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

Heath Frederick: 4

Sean McGinnis: 5

Laurie Smith: 3

Recommendation re: Task Authorization with Geosyntec Consultants, Inc. (Geosyntec) for Lake Mirror Sediment Treatment Study

Lake Mirror is one of the priority lakes within the City of Lakeland which has a current regulatory mandate requiring reduction of nutrients. The Florida Department of Environmental Protection (FDEP) has placed Lake Mirror on the Verified Impaired Waters List due to documented eutrophic conditions: an over-enrichment of a body of water by nutrients which promotes excessive aquatic plant growth and is detrimental to aquatic life. Previous studies indicate the lake sediments are a main source of excessive nutrients. This two phase Sediment Treatment Study will evaluate various sediment treatment options to reduce internal nutrient loads from sediment recycling and improve surface water quality. Phase I will evaluate the effectiveness of three different nutrient sediment treatment products in a laboratory. Phase II will evaluate different treatment dosings using the product determined to be the most effective during Phase I.

The major elements of this Sediment Treatment Study are:

- Compilation and review of previously collected sediment and water quality laboratory analytical data.
- Collection of core samples of unconsolidated sediments and surface water samples for laboratory analysis of physical and chemical characteristics during Phase I and Phase II of the project.
- Transfer of core sediment and surface water samples to an analytical laboratory to complete column testing.
- Column testing of sediment and surface water with three different sediment nutrient reduction products will be completed during Phase I testing. Columns will be sampled periodically over the course of the study to evaluate nutrient release potential from the sediments, and at the end of Phase I the product exhibiting the lowest nutrient release potential will be selected for Phase II testing.
- Column testing during Phase II of the study will consist of applying various doses of the product and periodic sampling to evaluate nutrient release potential differences and identify the optimal application dose of the selected product.
- Summarization and analysis of data, including recommendations for the selected sediment treatment product and dosing; and
- Preparation and submittal of DRAFT and FINAL Technical Memoranda that synthesizes data analysis results and includes recommendations for the selected sediment treatment product and dosing requirements.

The City will use the results of this Sediment Treatment Study in planning and permitting Lake Mirror sediment treatment and lake restoration projects.

Geosyntec Consultants, Inc. is an engineering firm that the City has a continuing services contract with for lakes and watershed management services. Funding for this project in the not-to-exceed amount of \$245,677.70 is provided in the FY23 Stormwater Capital Improvement Plan .

July 17, 2023
V-

Staff recommends the City Commission authorize the appropriate City officials to execute the Task Authorization with Geosyntec for the Lake Mirror Sediment Treatment Study in the not-to-exceed amount of \$245,677.70.

RFQ APPENDIX "C"
FEDERAL CONTRACT PROVISIONS

All contracts, services, purchasing, and activities must conform to U.S. Department of Housing and Urban Development regulations. Funding assistance for this project is through the Department's CDBG-MIT grant for this project through the Florida Department of Economic Opportunity's (DEO) General Infrastructure Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-MIT compliance requirements. The following is a summary of certain aspects of the compliance requirements.

2 CFR APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS		
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:		
THRESHOLD	PROVISION	CITATION
>\$250,00 (Simplified Acquisition Threshold)	Remedies. Contracts for more than the Simplified Acquisition Threshold , which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. These terms must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (A)
>\$10,000	Termination For Cause and Convenience. Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	2 CFR 200 APPENDIX II (C) AND 41 CFR §60-1.4(b)

**RFQ APPENDIX "C"
FEDERAL CONTRACT PROVISIONS**

<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. <u>The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.</u> The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or, articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CR 200 APPENDIX II (E)</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under</p>	<p>2 CFR 200 APPENDIX II (F)</p>

RFQ APPENDIX "C"
FEDERAL CONTRACT PROVISIONS

	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. <u>*Submit completed form - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable).</u>	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323. Procurement of Recovered Materials	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322 Domestic Preferences for Procurements. To the greatest extent practicable under a Federal award, the non-Federal entity shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards, including all contracts and purchase orders for work or products under this award. The prime contractor shall demonstrate and document a reasonable effort to meet the domestic preferences provision in the procurement process. For purposes of this section:	2 CFR 200 APPENDIX II (L)

RFQ APPENDIX "C"
FEDERAL CONTRACT PROVISIONS

	(1) "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.	
	(2) "Manufactured products" means 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.	

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

CONTRACT CLAUSES MANDATED BY THE STATE AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

All contracts, services, purchasing, and activities must conform to State and the U.S. Department of Housing and Urban Development regulations. Funding assistance for this project is through the Department's CDBG-MIT grant through the Florida Department of Economic Opportunity's (DEO) General Infrastructure Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-MIT compliance requirements. The following contract clauses represent certain aspects of the compliance requirements for pass-through agencies (i.e., consultants, contractors, and sub-contractors):

THRESHOLD	PROVISION	CITATION
None	<p>Equal Employment Opportunity</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The (recipient) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) 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. 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 nondisclosure clause. (2) 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. (3) 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,</p>	41 CFR § 60-1.4 (b)

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 [recipient] 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 [recipient] 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 [recipient] 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 recipient agency in the discharge of the agency's primary responsibility for securing compliance.

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

	<p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$10,000	<p>Solid Waste Disposal Act -A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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. *The [recipient] must include contract provisions regarding section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended (42 U.S.C. §6962).</p>	2 CFR 200.323
>\$100,000	<p>Section 3 Clause - Section 3 requires community outreach prior to awarding contracts and subcontracts to construct a project under the program. Outreach to low-income individuals living in the area where the proposed project is located and to certain businesses in the area where the project is located.</p> <p>The purpose of Section 3 is to encourage and ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. <u>These requirements apply to any construction contract or subcontract over \$100,000 and shall be documented without fail.</u> For additional information concerning Section 3, see: http://www.hud.gov/offices/fheo/section3/section3.cfm All section 3 covered contracts shall include the following clause (referred to as the section 3 clause) and:</p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing <i>and shall be documented without fail.</i></p>	24 CFR Part §135

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

	<p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). <i>*Submit completed form - Section 3 Participation Report (for Construction Prime Contractor and Subcontractors). The City can provide Section 3 Plan Sample and Guidance upon request.</i></p>	
None	<p>Copeland "Anti-Kickback" Act – Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States") are subject to the Copeland "Anti-Kickback" Act.</p>	<p>40 U.S.C 3145, supplemented by Department of Labor Regulations 29 CFR Part 3</p>

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and sub-recipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>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;</p> <p>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; or</p> <p>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.</p>	2 CRR 200.216
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>Machine-Readable Format: The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Minority Businesses, Women's Business Enterprises, Section 3 Business Concerns, and Labor Surplus Area Firms - Contracting with HUD, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;</p>	2 CFR 200.321

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

	<p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Records Retention: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocation plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

None	Duplication of Benefits – Activities shall not be conducted in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 and described in the Appropriations Acts. (Projects that include leveraged funds will need to be reported on Attachment B of the Subrecipient Agreement).	
None	Termination of Contract: The contract award is contingent upon the release of CDBG-MIT funds by the Grantor. If no such funds are awarded, the contract shall terminate.	
None	Mandatory standards and policies relating to energy efficiency are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act .	42 U.S.C. 6201
None	Accessibility - No otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
None	Prohibition against Eminent Domain – The successful Consultant firm may not undertake any involuntary property acquisition in connection with this project unless the City has given its advance written consent.	
None	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 , as amended (42 U.S.C. Chapter 4601-4655; hereinafter, the "URA"), The project will be subject to the Uniform Relocation Assistance Act of 1970, as amended. It is a Federal law that establishes minimum standards for Federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for Federally funded projects.	42 U.S.C. 4601-4655 and 24 CFR 570.606 (b) (2)
None	Employment Eligibility Verification – Requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT Sub-recipient Agreement use the <u>E-Verify System</u> to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.	Executive Order 11-116, signed May 27, 2011, by the Governor of Florida
None	Green Building Standard for Replacement and New Construction of Residential Housing - Construction contracts or agreements for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing.	Federal Register Vol 81, Number 224 on Monday, Nov. 21, 2016
None	Fair Housing Activity - A Fair Housing activity must take place each quarter to affirmatively further fair housing,	24 CFR 570.487 (b)
None	Drug-Free Workplace - Consultants, contractors, and sub-contractors must comply with drug-free workplace requirements in Subpart B or part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.	Pub. L. 100-690, Title V, Subtitle D; 41

RFQ APPENDIX "D"
STATE AND HUD CONTRACT PROVISIONS

		U.S.C. 701-707)
None	Right of Access/Records of Non-Federal Entities - Consultants, contractors, sub-contractors (or any pass-through entity) must provide the City or the Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transactions. Records must be maintained for six (6) years after the Grantee formally closes out each program.	§200.325
None	Contract Cost and Price - (a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The Non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.	§200.324
None	Florida Local Government Prompt Payment Act - Payment of proper invoices made within 45 days for non-construction services and 20 business days for construction services of the payment due date as calculated by the Accounts Payable Section of the Finance Department according to the Florida Local Government Prompt Payment Act.	Florida Statutes Chapter 715
None	Domestic Preferences for Procurements – To the greatest extent practicable under a Federal award, the awarded Consultant Firm will require the prime contractor and its subcontractors to demonstrate and document a reasonable effort to meet the domestic preferences provision in the procurement process outlined in CFR 200.322 (a). Contractors and Subcontractors shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).	CFR 200.322 (a)
	1. "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.	
	2. "Manufactured Products" means 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.	
None	Lead-Based Paint – HUD's lead-based paint regulations at 24 CFR Part 35 will apply to the project.	

RFQ APPENDIX "E"
INSURANCE REQUIREMENTS

**Lake Bonnet Drainage Basin Flood Hazard
& Debris Mitigation Project**

STATEMENT OF PURPOSE

The City of Lakeland (the "City"), from time to time, enters into agreements, leases, and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain, at a minimum, risk management/insurance terms to protect the City's interests and minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives, and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall always be exercised by the Other Party for the protection of all persons, including employees and property. The Other Party shall comply with all laws, rules, regulations, or ordinances related to safety and health, and shall make a special effort to anticipate and detect hazardous conditions, and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION** and "**Products and Completed Operations**" coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$5,000,000 Single limit each occurrence
--	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, and a \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$10,000,000

ADDITIONAL INSURANCE

Additional Insurance: *The City requires the following types of insurance:*

Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$2,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Addendum" D"

Consultant's Required Proposal Submittal Documents include the following:

- Attachment 1** Consultant's Proposal including the City of Lakeland Request for Qualifications Form (Page 7 of the RFQ signed by the Consultant)
- Attachment 2** Consultant's and sub-consultants executed Sworn Statements Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes
- Attachment 3** Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended.
- Attachment 4** Consultant's and sub-consultants executed Non-Collusion Affidavits
- Attachment 5** Consultant's and sub-consultants executed Drug-Free Workplace Certifications
- Attachment 6** Consultant's and sub-consultants (key employees) executed Disclosure(s) of Lobbying Activities
- Attachment 7** Consultant's DBE/MBE/WBE Certification of Respondent and/or sub-consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants
- Attachment 8** Consultant's executed Indemnification and Hold Harmless
- Attachment 9** Consultant's Insurance Certificate(s)



Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project

✉ Request For Qualification

🏛 Public Works Lakes & Stormwater

📍 54, 541, 54162, 924, 9241

Project ID: 2023-RFQ-020

Release Date: Tuesday, April 4, 2023

Due Date: Wednesday, May 31, 2023 2:00pm

📅 Posted 📅 Tuesday, April 4, 2023 9:00am

📦 Bid Unsealed Wednesday, May 31, 2023 2:00pm

📦 Pricing Unsealed Wednesday, May 31, 2023 2:00pm

All dates & times in Eastern Time

[< Back to Proposals](#)

AECOM Technical Services, Inc. Proposal

Pricing unsealed at May 31, 2023 2:00 PM

CONTACT INFORMATION

Company

AECOM Technical Services, Inc.

Email

ann.rhodes@aecom.com

Contact

Ann Rhodes

Address

1625 Summit Lake Drive, Suite 300
Tallahassee, FL 32317

Phone

(850) 509-2445

Website

aecom.com

Submission Date

May 31, 2023 11:43 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 6, 2023 11:24 AM by Ann Rhodes

Addendum #2

Confirmed May 6, 2023 11:24 AM by Ann Rhodes

Addendum #3

Confirmed May 6, 2023 11:24 AM by Ann Rhodes

Addendum #4

Confirmed May 22, 2023 4:47 PM by Ann Rhodes

QUESTIONNAIRE

1. Attest*

Pass Fail

"I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization."

Confirmed

2. Exceptions/revisions to the Agreement*

Pass Fail

A copy of the agreement to be entered into with the successful bidder is included with this bid as an Attachment, should the City require such. Please include any exceptions/revisions to the agreement with your submittal for review during the evaluation period.

If there are no exceptions/revisions, type "N/A."

AECOM has reviewed the Agreement provided with the Request for Qualifications package and has the following comments for your consideration. We look forward to negotiating mutually agreement terms and conditions.

I. SCHEDULE

- A. Time is ~~of the essence~~ material element with regard to this Agreement. The Consultant shall perform its services in conformance with the mutually agreed upon schedule consistent with the orderly progress of the services and applicable standard of care under this Agreement. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis. Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.
- B. No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Sections III and XLVIII of this Agreement.
- C. In the event of a delay attributable to the negligent acts or inactions of the Consultant, Consultant shall reimburse the City for its direct cost as caused by the Consultant's delay.

II. WARRANTIES

- D. Subject to the provisions of this Section, should Consultant breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if one year from ~~prior to the expiration of the period specified by Florida Statute from~~ the date Consultant completes its services under this Agreement ~~entered into hereunder~~, Consultant's services are non-complying, defective, or otherwise improperly performed and City notifies Consultant in writing that a ~~defect~~, error, omission or non-compliance has been discovered in Consultant's services, Consultant shall, at the option of City: (a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such non-complying, defective, or otherwise improperly performed services.

GUARANTEE AGAINST INFRINGEMENT

- A. Consultant ~~guarantees~~ represents that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses such as reasonable attorneys' fees or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement except to the extent such infringement is based on the willful or indirect infringement by City or its officers, directors, employees, agents, assigns, and servants, or the combination of any Deliverable or Services provided by Consultant under with any method, step, process, product, apparatus, system, technology, or intellectual property not provided by Consultant.

III. CITY'S RESPONSIBILITIES

- A. The City shall provide all available information regarding the Project to the Consultant and provide direction to the Consultant consistent with the terms and conditions of this Agreement. Consultant is entitled to reasonably rely upon the accuracy, completeness, currency and non-infringement of information provided by City.

XVL. INDEMNIFICATION

- B. Consultant shall indemnify, pay the cost of defense, including reasonable attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by Consultant in accordance with the indemnification

provision set forth in the RFQ, and the Consultant's executed Indemnification (referenced in the RFQ) is attached hereto as **Addendum "C"** and incorporated herein by reference throughout the term of this Agreement.

XVIII OWNERSHIP OF DELIVERABLES AND DOCUMENTS

- A. Upon payment by City to Consultant, the City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing the final payment to the Consultant.
- B. Upon payment by City to Consultant, the City shall solely own all studies, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the Consultant or its sub-consultants in rendering services pursuant to this Agreement shall be the sole property of the City and have access to the reproducible copies at no additional cost other than printing. In no event shall Consultant be liable or responsible to anyone for the City's use of any such information or material in another project or following the termination of this Agreement any modification or change to the information or material, or any use by a third party.

LII. TERMINATION FOR DEFAULT

- C. Consultant shall be permitted to terminate this Agreement if City commits a material breach of the Agreement, including failure to make payment to Consultant in accordance with this Agreement, and City does not cure such breach within fourteen (14) days of receipt of written notice from Consultant

LIII. FORCE MAJEURE

- A. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot, war; sabotage; labor strikes; terrorism; pandemic; court injunction or order, federal and/or state law or regulation; order by any regulatory agency; extraordinary weather events, acts of governmental or regulatory entities or cause or causes beyond the reasonable control of the party affected; extraordinary breakdown of, or damage to, City's generating plants or equipment; provided that prompt written notice of such delay is given by such party to the other and each of the parties to this Agreement shall use diligent, commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in the performance resulting from a Force Majeure event.
- B. In the event of a delay in performance excusable under this Section, the performance of work will be extended by a period of time reasonably necessary to overcome the effect of such failure or delay upon mutual written agreement of the parties. However, if any circumstances of Force Majeure remain in effect for forty-five (45) days, either party may terminate this Agreement. Consultant shall be entitled to a change in compensation to the extent a such delay results in any increase in the time or costs necessary to perform the Services under this Agreement.

LXIV. PRE-EXISTING CONDITIONS

A. Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and City acknowledges that Consultant does not act in the capacity nor assume the status of, City or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges that Consultant has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, or the release thereof at any property or site on which the Service are performed that occurred prior to the date on which performance of Services commenced.

LXV. CITY CONTRACTORS. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be responsible or liable for the acts or omissions of any other consultants, contractors, or parties engaged by City nor for their construction or other means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

5. INSURANCE AND SAFETY REQUIREMENTS

5.1 STATEMENT OF PURPOSE

Such Agreements shall contain at ~~a minimum~~ risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following ~~minimum~~ requirements shall apply:

5.4 LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall comply with all laws, rules, regulations, or ordinances related to safety and health, and shall make ~~special~~ effort to anticipate and detect hazardous conditions, consistent with the standard of care in the Agreement and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

5.5 INSURANCE – BASIC COVERAGES REQUIRED

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these ~~minimum~~ insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, ~~but are merely minimums.~~

"Except for workers' compensation, any employer's liability and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured.

Except for worker's compensation and professional liability, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. ~~They shall be reduced or eliminated at the option of the City.~~ The Other Party is responsible for the amount of any deductible or self-insured retention. AECOM project team to consult AECOM Insurance for deductibles.

Except workers' compensation employer's and professional liability. Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

- **Bodily Injury and \$1,000,000**
- **Property Damage Single limit each occurrence and in the aggregate**

5.11 Professional Liability/Malpractice/Errors or Omissions Insurance

The liability limits shall not be less than: \$1,000,000 per claim and in the aggregate

5.12 Evidence /Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.


If requested by the City, the Other Party shall ~~furnish complete~~ make available for review copies of the Other Party's insurance policies, forms and endorsements redacted to omit confidential and proprietary information.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of or, as applicable, review certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

3. Qualifications Submittal*


Pass Fail

 [AECOM_2023-RFQ-020.pdf](#)

4. Certificate of Insurance*

Pass Fail

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met.

 [AEOM City of Lakeland 2690365 1 Certificate of Insurance.pdf](#)

5. Hold Harmless Indemnification Agreement - Attachment M*

Pass Fail

 [AECOM Hold Harmless Indemnification Agreement - Attachment M.pdf](#)

6. Public Entity Crimes Certification - Attachment 1*

Pass Fail

 [_Public Entity Crimes Statement Attachment 1.pdf](#)


7. Suspension and Debarment Certification - Attachment 2*

Pass Fail

 [Suspension & Debarment Certification - Attachment 2.pdf](#)

8. Conflict of Interest/Statement of Non-Collusion - Attachment 3*

Pass Fail

 [Conflict of Interest Statement of Non-Collusion - Attachment 3.pdf](#)

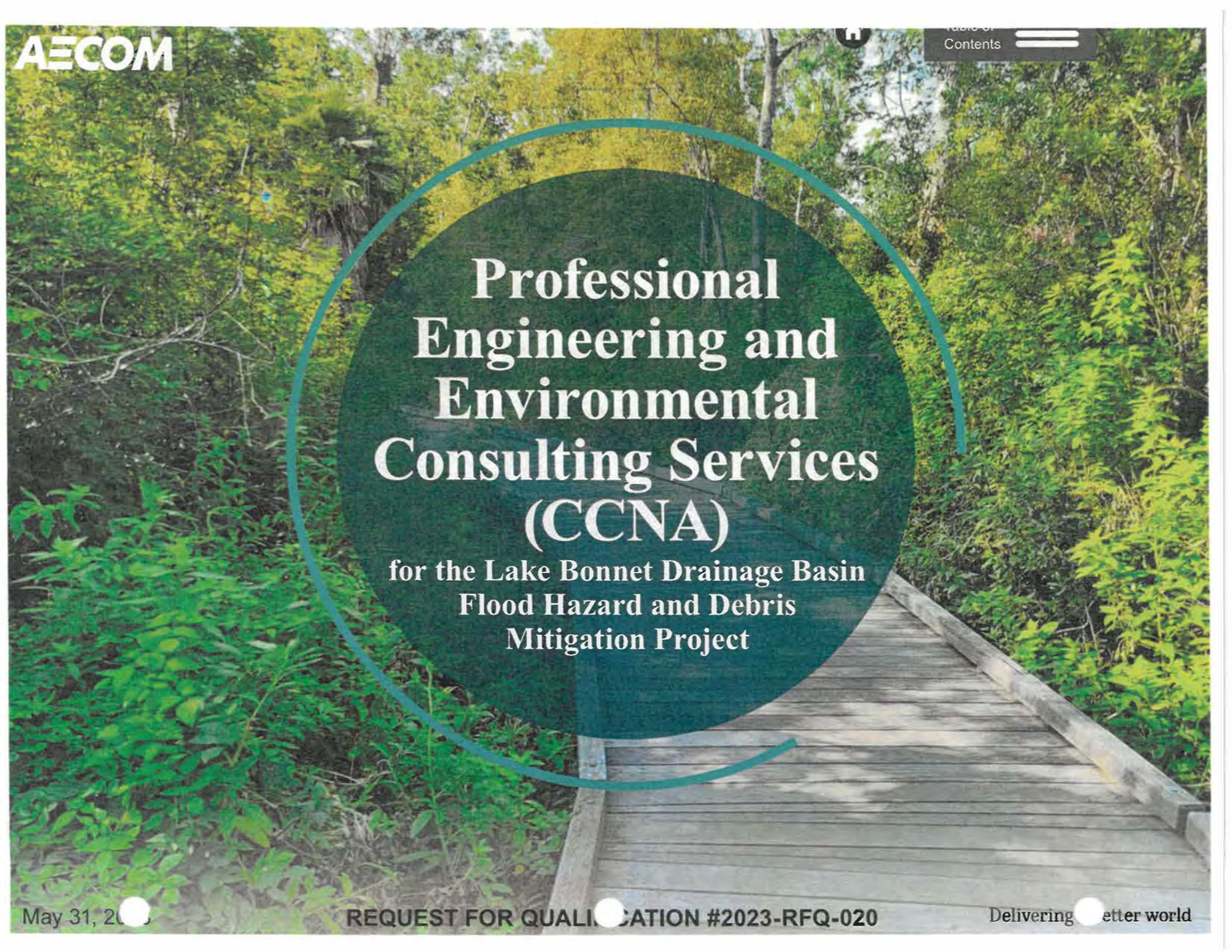
9. Drug-free Workplace Certification - Attachment 4*

Pass Fail

 [Drug-free Workplace Certification-Attachment 4.pdf](#)

10. Disclosure of Lobbying Activities of the Respondent and its Key Employees - Attachment 5*

Pass Fail



**Professional
Engineering and
Environmental
Consulting Services
(CCNA)**

**for the Lake Bonnet Drainage Basin
Flood Hazard and Debris
Mitigation Project**



Letter of Transmittal

Letter of Transmittal

AECOM Technical Services, Inc.
 212 East Main Street, Bartow, Florida 33830
 863.519.9504

Dear Mr. Raiford:

This project was developed to be a catalyst for the City of Lakeland (City) to create a truly transformative project that directly touches some of the City's most vulnerable people while ending flooding hazards in a community that has long sought relief. By mitigating flooding risk in an underserved community, this project will have a lasting and positive impact on both the City and Bonnet Springs Park (BSP), ensuring a brighter future for generations to come. AECOM provides expertise in all the services needed for this project including, stormwater conveyance, sediment dredging and wetland design.

Project Understanding

The City has long grappled with the enduring repercussions of flooding and pollution resulting from increasingly severe storms. The residents of the May Manor Mobile Home Park, a low to moderate income (LMI) neighborhood, have been negatively impacted by flooding from Lake Bonnet endangering their livelihoods and generating pollution in the vicinity of their homes.

Through the implementation of this Community Development Block Grant Mitigation (CDBG-MIT) program to mitigate flooding in one of our State's Most Impacted and Distressed (MID) areas, these improvements to the stormwater conveyance system, coupled with enhancements to the storage capacity and littoral wetlands in Lake Bonnet, this project serves a vital purpose. By concurrently addressing all these issues, this project safeguards a vulnerable community, eliminates the nutrient pollution that plagues one of the City's most affected lakes, and prevents the downstream flow of pollution into Tampa Bay. Now more than ever, fostering collaboration and forming partnerships with a firm like AECOM who is devoted to environmental improvement is imperative to realize such transformative initiatives. The project's

comprehensive impact is intended to reverberate throughout Polk County and beyond, bolstering the welfare of vulnerable communities and nurturing an environment that encourages young families to remain in the area. This undertaking is indispensable in preserving the well-being of these susceptible neighborhoods and sowing the seeds of enduring prosperity for the City.

Commitment to Perform the Work

Since the inception of this visionary project in August 2020, AECOM has been collaborating closely with the City and BSP. Our unwavering dedication lies in supporting the City throughout every phase of this endeavor and materializing its transformative potential. Possessing the essential expertise, knowledge, resources, and, above all, an unwavering passion, our team is poised to execute all the required tasks to alleviate flooding in this vulnerable neighborhood.

AECOM wholeheartedly commits to this project, assembling a team of distinguished experts with a proven track record in effectively executing similar initiatives while adhering to all regulatory and Housing and Urban Development (HUD) requirements. By selecting AECOM, the City can rest assured that every aspect will be skillfully managed, without incurring additional expenses beyond the Florida Department of Economic Development (Florida DEO) grant allocation.

Interest, Knowledge, and Resources

Our involvement and expertise in this project can be traced back to our initial pilot test conducted on Lake Bonnet in 2017. At that time, we were seeking a nutrient-impacted lake in Florida to conduct research on our newly developed technology that physically removes nutrients from water. AECOM chose the City as the ideal location to launch our innovative algae harvesting Hydronucleation Flotation Technology (HFT), given its abundant lakes and commitment to enhancing the ecological

SELECTION CRITERIA

No.	Evaluation Criteria	Tab(s) in this Proposal
1	Response to the Requirements set forth in the Public Announcement	Letter of Transmittal, 1-4, 7 and 9
2	Capability and Adequacy of the Professional Personnel	4 and Appendix A
3	Experience and Past Performance	1 and 2
4	Willingness and Ability to Meet Time and Budget Requirements	1
5	HUD, CDBG-MIT, State, and Federal Regulatory and Compliance Requirements	1 and 4
6	Recent, Current and Projected Workloads	1 and 4
7	Certified Disadvantaged Business Enterprise, Minority Business Enterprise, or Women Business Enterprise	3
8	Experience working with DBEs, MBEs and/or WBEs	3



health and aesthetic appeal of water resources for residents. A self-funded pilot test was completed at Lake Bonnet, which forged strong relationships with the City and BSP and ignited our pursuit of funding opportunities to support these ongoing efforts.

On April 10, 2020, during the COVID-19 pandemic, an announcement by the Governor revealed that the DEO had been granted \$633 million for flood disaster mitigation from HUD. This marked the first of its kind federal funding specifically dedicated to disaster mitigation. Recognizing an opportunity for the City to embark on a transformative project with this funding, AECOM stepped in.

As is common in our urban stream systems in Florida, the historic Lake Bonnet Drain predates much of the urban development in the contributing drainage basin. However, the subsequent development, characterized by increased flow rates, accelerated runoff timing, and amplified runoff volume, has rendered the channel incapable of safely conveying runoff at appropriate levels, leading to severe channel erosion. A prior feasibility study on flood relief in May Manor highlighted the presence of a significant portion of development situated in a low-lying area adjacent to the channel, known as the May Manor bowl. The study revealed that May Manor would experience flooding even

without any contribution from Lake Bonnet, although it concluded that regulatory constraints would hinder the feasibility of a viable solution. Nonetheless, our team found a solution where others saw limitations.

AECOM collaborated with the City and BSP to conceive and present this groundbreaking concept worth \$42 million, which earned accolades and recognition. This was the largest single award granted by the DEO. Subsequently, as we witnessed the development of BSP, the water quality issues in Lake Bonnet hampered its use as a recreational and natural feature within the Park. To provide a safer environment for visitors, a lagoon was created within the Park. However, this missed an opportunity to make Lake Bonnet accessible to tourists and residents. To address the water quality restoration needs of the lake, AECOM once again partnered with the City to devise and present a concept that secured a \$1.6 million Innovation Grant from the Florida Department of Environmental Protection (FDEP). This project aims to advance innovative technology capable of nutrient removal, contributing to the restoration of Lake Bonnet. Our collaborations extended further, as we worked alongside BSP to secure \$450,000 in state appropriation funding. This funding will facilitate the use of

innovative technology to enhance water quality in the eight-acre lagoon recently constructed within the Park. Additionally, it will incorporate an educational component highlighting how algae can be leveraged to improve soil health and reduce reliance on commercial fertilizers, thereby promoting a more sustainable planet. These unique water quality improvement projects will have a significant positive impact on the City and BSP and dovetails perfectly into this CDBG-MIT program, allowing AECOM to provide special synergistic benefits to the City that are unmatched.

AECOM possesses the resources to provide comprehensive services to complete this project and is the only firm fully prepared to hit the ground running. We stand ready to promptly execute this work immediately.

Authorized Agent

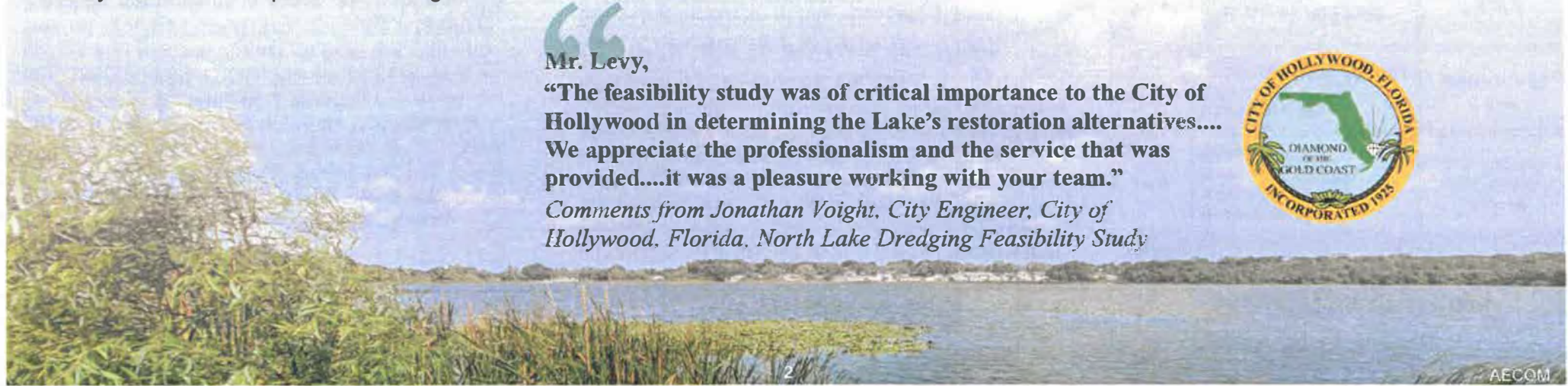
Dan Levy, PG, is an authorized agent on behalf of AECOM Technical Services, Inc., and can contractually bind the company.

Sincerely,



Daniel J. Levy, PG
Authorized Signatory | Principal-in-Charge

“
Mr. Levy,
“The feasibility study was of critical importance to the City of Hollywood in determining the Lake’s restoration alternatives.... We appreciate the professionalism and the service that was provided....it was a pleasure working with your team.”
Comments from Jonathan Voight, City Engineer, City of Hollywood, Florida. North Lake Dredging Feasibility Study





1

Technical Approach/ Implementation Schedule





AECOM has comprehensively reviewed the numerous studies that have been conducted by the City and its consultants over the last couple of decades and has assembled a team of subject matter experts that has experience solving these exact types of complex problems. Our team has already developed conceptual plans and an alternative plan that can improve the flooding issues and restore the littoral wetlands around Lake Bonnet to provide more storage capacity.

The Lake Bonnet Drain, which is a highly urbanized stream reach, was historically part of a natural channel that served as the outlet for Lake Bonnet that drains west to Itchepackesassa Creek.

This stream reach is characterized by its natural mild slope of 0.2 percent, which causes sluggish flow and flooding. To compound matters, urbanization over the past fifty years into this floodplain area has resulted in increased stormwater runoff flow rates and volumes that now encroach on residential neighborhoods and exacerbate flooding.

Several residential areas along the reach — including the May Manor Mobile Home Park, which is located adjacent to the Lake Bonnet control structure at the head of Lake Bonnet Drain — experience frequent flooding. As indicated on the Federal Emergency

Management Agency (FEMA) Flood Insurance Rate Map, the Lake Bonnet Drain system, from N. Brunnell Parkway downstream to North Chestnut Road, is designated Flood Zone AE and includes a regulatory floodway.

This CDBG-MIT provides a unique opportunity for the City to implement a truly transformative project that will restore the wetlands around Lake Bonnet, remove the excess sediments that have accumulated in the lake, and improve the conveyance system in the Lake Bonnet drain to prevent the risk of future flooding in the May Manor Mobile Home Park and surrounding areas.

AECOM has extensive experience working for HUD, managing grant funded CDBG projects and first-hand knowledge of the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation application that was submitted under the Rebuild Florida Mitigation General Infrastructure Program. The following section summarizes our approach.

1.1 AECOM's Approach Overview

AECOM's extensive institutional knowledge and experience dealing with flooding issues in Polk County and other nearby areas in the state of Florida, has facilitated our clear understanding of the issues in the Lake Bonnet Drain system. AECOM's knowledge supplemented with site specific information from the review of numerous prior engineering and environmental studies allows us to understand the root cause of this system's flooding and to envision which potential mitigation measures offer a feasible solution to those problems. As is typical of urban streams systems in Florida, the historic Lake Bonnet Drain predates much of the urban development in the contributing drainage basin.

Development — with its resultant increased flow rates, acceleration of runoff timing and increased runoff volume — has left the remnant Itchepackesassa Creek Tributary 2 with

insufficient capacity to convey runoff at safe levels and causes severe channel erosion. A prior study investigating the cause of severe sedimentation in the Long Palm Golf Course ponds found that it was due to extensive stream bank erosion along the entire 8,100 feet (ft) segment of Lake Bonnet drain from N. Brunnell Parkway downstream to the golf course. Lake Bonnet Drain's flooding problems are exacerbated by several issues that limit its conveyance capacity including mild channel slope, excessive sediment buildup, flow restrictions at 10 road crossings and at an in-channel weir structure, and encroachment right up to the channel banks on each side.

As highlighted in a prior feasibility study of May Manor flood relief, a significant portion of the development is in a low-lying area adjacent to the channel (bowl). Model analyses conducted as part of this study found that May Manor would flood during frequent storm events, even with the discharge control structure for Lake Bonnet being closed and contributing zero flow. Numerous flood mitigation alternatives were developed and assessed as part of this study. The findings documented in the report indicate some flood control success for very frequent storm events (mean-annual), limited success for mid-frequency events [10-year (yr), 25-yr] and almost no flood reduction for the FEMA regulatory event (100-yr).

While the study report indicates that improving flow characteristics of Lake Bonnet Drain (improved conveyance) was originally considered as a means of lowering flood levels at May Manor, an alternative to test the performance of such improvements was not developed. The stated reason for not developing this alternative was due to regulatory constraints. However, AECOM's assessment of a potential conveyance improvement alternative found these regulatory constraints to be no more onerous than those of the various alternatives

assessed as part of this study and deemed these improvements as viable.

Technical and Design Challenges

AECOM understands that the execution of this project has certain potential challenges related to permitting, public perception and multiple land uses within the project location. However,

as described in the following sections, AECOM has experience working on similar projects and dealing with several of the potential challenges listed in the figure below.

As an example, our design and permitting teams will incorporate measures to address quality of life impacts (e.g., water quality, noise,

traffic, odors) and both our field efforts and design will be optimized towards short duration of activities. Our communications experts can support Sponsors with public relations. We recognize the importance of environmental controls on sediment management projects. The figure below list additional challenges and our mitigation strategies.

CONSTRAINTS/CHALLENGES

MITIGATION/SOLUTION



AECOM understands that the Florida DEO schedule is extremely tight and that any delays could jeopardize the funding for this project. AECOM knows every aspect of this project and has hand picked a team of leading experts that can address virtually any obstacle. AECOM has a proven track record of solving these types of problems and has the resources to keep this project on track.

AECOM will finalize conceptual designs and alternative design immediate to expedite NEPA/permitting process and have the resources in house to handle every aspect of this project.

AECOM has already developed alternative conceptual plans for the conveyance and dredging operations that will significantly reduce need for 3rd party right of way access

Added expert real estate company , Florida Acquisition & Appraisal, Inc. to help facilitate negotiations

AECOM will conduct pre-permitting workshops with key regulatory agencies and stakeholders to address any concerns upfront. AECOM conducted similar permitting workshops for the award winning Wagner Creek project, which also had strict grant deadlines. The workshops made an impact and permits were issued with use days.

Our proprietary PlanEngage platform can create a fully interactive, online EA that streamline the NEPA process.

AECOM has been involved with several sediment dredging projects, both as a contractor and consultant, and will develop a clear and concise bid package that will encourage qualified dredge contractors to bid on the project. AECOM will also include alternative dewatering and sediment re-use options that will reduce cost and schedule to complete.

Community engagement is essential for this project. To help facilitate our public outreach effort, the Valerin Group will participate in our public outreach events and develop easy to understand educational material that will explain the benefits of this project and value to the community.

Use Virtual Rooms setup to mimic public meeting format as a dedicated Website to share relevant information with the public and the public could peruse at their leisure.

AECOM will conduct value engineering/construction review workshops at the 60% design phase to confirm construction costs are in-line with the project budget. If needed, AECOM will make value engineering adjustments to keep the project cost under budget and on-time without adversely impacting the project.

Experience on Similar Projects

In this section, we provide a summary of AECOM’s environmental experience and detail our unique experience working on projects that have similar scope and challenges. As explained in the section above, AECOM has extensive experiences dealing with National Environmental Policy Act (NEPA), stormwater design, dredge design, and construction management among several other related components that are part of the scope of work under this solicitation.

One of the recent projects that AECOM completed successfully had several of the challenges as discussed above. The project provided Design-Build services to the City of Miami to remove contaminated (dioxin) sediment from arguably the most polluted water body in the state of Florida and a habitat for endangered manatees in Wagner Creek, and restored the navigational depth of the Seybold Canal. A total of 35,000 cubic yards (CY) of sediment was removed by using innovative methods to dredge sediment from Wagner Creek. The sediments in Wagner Creek contained elevated

levels of dioxins; and dredging was needed to remove the contaminated sediments to restore the aquatic habitat and manatee refuge area in these waterways, which are designated as an Outstanding Florida Water (OFW). This project was funded by the City of Miami, the Florida Inland Navigation District, and the FDEP, and was conducted in partnership with the City’s Capital Improvements Office, the Miami River Commission, the Nature Conservancy, and various civic organizations. Because of AECOM’s ability to work effectively with the federal, state and local regulatory agencies, our team was able to meet the rigorous compliance requirements to obtain permits from FDEP, U.S. Army Corps of Engineers (USACE), Miami-Dade Division of Environmental Resources Management (DERM) and Florida Fish and Wildlife Conservation Commission (FWC) within use days of contract award and prevented the city from forfeiting grant money.

By using an experienced team of knowledgeable ecologists to protect the sensitive ecological habitat (including manatees) in the proposed

dredge area, the project was completed without experiencing a single safety incident. An innovative dredging solution was developed and specialized equipment was used to comply with the strict logistical requirements for this phase of the project and to maintain the integrity of the structures/bridges along the creek.

The project team conducted a unified community outreach effort by working in close cooperation with the City’s stakeholders. This cohesive effort successfully promoted a clear understanding of environmental issues associated with restoring the Wagner Creek, resulting in a functional waterway for the benefit of the community at large.

AECOM understands the importance of developing solutions and methodology for project specific challenges and needs. AECOM is very capable of developing the most effective methods and solutions for completing the Lake Bonnet project successfully and safely as presented in the proven project experience shown below.

Project Name Client Name	Feasibility Study/NEPA	Stormwater Conveyance Design	Dredge Design	Construction Oversight	HUD/CDBG/Grant Management	Public Outreach/Communications	Right-of-Way Access	Permitting	Regulatory Liaison	Wetlands/Sensitive Habitat	Surveying	Sediment/Water Quality Assessment
Wagner Creek Seybold Canal Restoration Sediment Dredging and Remediation City of Miami	■		■	■	■	■	■	■	■	■	■	■
Rebuild By Design Hudson River New Jersey Department of Environmental Protection, Engineering and Construction, Bureau of Flood Resilience	■	■			■	■			■	■		■
Flood Studies for Combined River Basins – West Region, Texas Texas General Land Office (GLO) Nueces, San Antonio, Guadalupe, Lavaca, and Colorado river basins (25 counties)	■	■			■	■			■	■		■
Stormwater Treatment Area 1 West Expansion #2 South Florida Water Management District (SFWMD)	■	■		■			■	■			■	
Lakeside Ranch STA-South SFWMD		■		■							■	

Project Name Client Name	Feasibility Study/NEPA	Stormwater Conveyance Design	Dredge Design	Construction Oversight	HUD/CDBG/Grant Management	Public Outreach/Communications	Right-of-Way Access	Permitting	Regulatory Liaison	Wetlands/Sensitive Habitat	Surveying	Sediment/Water Quality Assessment
Teague Hammock Wetland Restoration FWC/St Lucie County	■	■						■		■	■	
Deering Estate Flow Way and Pump Station SFWMD		■						■		■	■	
Richard E. Becker Preserve Restoration FWC		■	■					■		■	■	■
East 23rd Avenue Drainage Improvements Hillsborough County	■	■		■		■	■	■			■	
North Hesperides Street and West Lambright Street Drainage Improvements Hillsborough County	■	■		■		■	■	■		■	■	
Silver Sand Road Lateral Ditch Improvements Polk County	■	■		■		■	■	■		■	■	■
Roosevelt Creek Drainage Improvements Pinellas County	■	■	■	■		■	■	■		■	■	■
Hydrilla Lake Drainage Improvements Florida Fish and Wildlife Conservation Commission	■	■		■			■	■		■	■	■
Lake Seminole Dredge Material Management Area Pinellas County		■	■	■				■		■	■	
Hudson River Contaminated Sediments Management BASF	■		■	■		■		■	■		■	■
North Carolina Resilient Redevelopment Plans (Infrastructure only) post-Matthew (DR) North Carolina Office of Recovery and Resiliency	■				■	■			■			
Texas 2016 Action Plan, Needs Assessment, and Infrastructure Feasibility Study (DR) General Land Office	■				■	■	■					
Mississippi Hurricane Katrina Environmental Compliance Mississippi Development Authority	■				■	■			■	■		
EIS for Backcountry Access Plan/Off-Road Vehicle Management Plan National Park Service, Big Cypress National Preserve	■	■				■	■		■	■		■
EA for Colonels Island Flood Mitigation Improvements Georgia Ports Authority	■	■				■			■	■	■	■
EA for Dunedin Causeway Bridges Pinellas County	■	■				■	■		■	■	■	■
EA for Proposed Dredge Activities in Anne Arundel County US Coast Guard	■		■			■			■	■	■	■
EA for Hurricane Rebuild Project at the Base in San Juan, Puerto Rico US Coast Guard	■	■				■			■	■	■	■
EA for Hurricane Recovery and Installation Development at Tyndall Air Force Base, Florida US Air Force	■	■				■			■	■	■	■
Bayou Chico Contaminated Sediment Remediation Project Escambia County	■	■	■	■		■	■	■	■		■	■

1.2 Proposed Vision, Ideas, and Methodology

Our proposed vision, ideas and methodology for implementing this CDBG-MIT project are rooted in our guiding principles and core values for delivering a better world. Our team is motivated by these principals and seeks out challenging projects rather than avoid them. This project is designed to be transformative and fits perfectly in our wheelhouse of expertise. In fact, we initially started developing conceptual ideas for this project during our research and pilot test conducted on Lake Bonnet in 2017. Since then, our team has gone the extra mile in identifying and developing "Out-of-the-Box" ideas that can help restore Lake Bonnet and improve flood protection in May Manor. We know the City has been struggling with the long-term effects of flooding and nutrient pollution in its underserved LMI communities for decades and like most cities, does not have the financial resources to fund these types of transformational projects. AECOM has a proven track record of partnering with governments, communities, tribes and non-governmental organizations to deliver disaster resilience solutions for over 40+ years, with a

focus on HUD and FEMA Recovery Programs. Through our comprehensive support of over \$50B in federal grants, we have been on the leading edge of Disaster Recovery Programs throughout North America.

For example, in August 2020, during the peak of COVID, we held a virtual meeting with the City, BSP and Barney Barnett (Vice Chairman at Publix) to discuss the benefits of the City applying for this new federally funded CDBG-MIT program being managed by the Florida DEO. This was the first-of-its-kind federally funded program for disaster mitigation and Polk County was one of 20 counties in Florida designated as a HUD Most Impacted and Distressed (MID) area. This meant that a minimum of 50% of the state's \$633M CDBG-MIT funds would be earmarked for these MID areas and that Polk County had a unique opportunity to submit a CDBG-MIT funding request application to implement the proposed vision we initially conceived back in 2017 to restore the Lake Bonnet and improve flood protection in May Manor.

To provide the City with the best chances of securing CDBG-MIT funding and meeting the

aggressive application schedule which opened on June 15, 2020, we needed to quickly review and analyze all the millions of dollars of previous work conducted by others and develop a truly transformational plan that would protect this MID area and meet all the DEO and HUD requirements.

Now that the City has been awarded the CDBG-MIT funding, we are prepared to make this vision a reality. To do this, we have hand-picked a team of leading experts and DBE/WBE and SBE subconsultants who understand HUD and these specific project requirements. In addition, AECOM's ability to provide innovative technologies, digital resources, and unique program management tools allow us the ability to expedite this project while staying on budget and meeting the HUD requirements.

Our team is committed to helping the City mitigate flooding in its LMI communities and providing the pathway to a more resilient and safer future for its residents.

On January 27, 2021, the City, BSP and AECOM conducted a full day on-site workshop to present Florida DEO the vision for this project



1.3 AECOM's Project Management Approach

AECOM is adeptly suited to support this project. With our deep bench of qualified staff throughout Central Florida, we have the resources to support this project for the City. Fernando Navarrete will be our Project Manager, bringing over 17 years of experience working as the project manager for various water resources projects, including engineering and design, surface water restoration, environmental assessments and feasibility studies, hydraulic and hydrologic modeling, groundwater modeling and monitoring, stormwater management and complete design of complex large water resource projects throughout Florida. He has led the effort for several restoration projects for the SFWMD and FWC among other clients. He has demonstrated his ability to be responsive, committed, and focused on his client's needs, goals, and visions.

Fernando has extensive experience in design and construction services, and coordinating technical advisory teams dedicated to project quality. This makes him uniquely qualified to manage the components of this large complex restoration and flood control project. He understands the intricate technical issues that may arise and knows how to resolve them effectively.

Fernando's proactive approach is centered on quality, communication, and long-term, resilient solutions. Effective and proven project management and project controls are vital for the success of a complex project with multiple stakeholders. Fernando strongly believes that constant communication and coordination are vital to provide the client the results they are looking for the best solutions. He has a comprehensive understanding of technical requirements, project control tools, and the internal resources available to address the project needs.

Successful project management will need a team which is experienced with these types of projects and a leadership team who has a proven track record of managing these types of flood control and water resources restoration projects. The AECOM team identified in this proposal includes a diverse set of resources experienced in providing comprehensive multi-disciplinary professional services in line with the project needs. AECOM has committed a leadership team to this contract that is experienced in delivering similar engineering and design projects. It is considered essential for the successful project management of the project that our work is closely monitored and that a single source of responsibility is established at the very beginning of the assignment to achieve a quality cost-effective design. The AECOM project team will work together to create the work plan, budget, and schedule, which will be led by the Project Manager. The project team will use AECOM's Project Delivery System (PDS) to develop the appropriate Quality Assurance plan and Safety Health and Environment (SH&E) requirements, as well as laying out the client defined requirements for status reporting and meetings.

A successful project starts with a project plan developed by the project manager that guides the work of the AECOM team and outlines important procedures and protocols. The project plan is shared with our team members at the project team kick-off meeting and updated as needed to inform the team of new developments. As work proceeds, several vital technical activities are undertaken, including:

- Appropriate application of standards, rules, and regulations
- Continuous oversight and observation for accuracy and completeness as work proceeds
- Distribution of in-progress documents at defined intervals for quality review



- Coordination with other disciplines
- Verification of compatibility and consistency among document types, such as drawings and specifications
- Resolution and closure of in-progress review comments

Project Quality Assurance Plan. The Project Quality Assurance Plan identifies the elements that are applicable to the project based on the scope of services. A schedule of deliverables, planned independent technical reviews, and reviewers are identified.

Project Management Work Plan. The purpose of a Project Management Work Plan is to plan the execution of a project extensively, to document that plan, and to communicate that plan to our project team members. The intent of the Project Management Work Plan is to plan the project before execution.

Detail Checking. Detail checking is a verifying procedure whereby the information of a deliverable given to a client is verified for correctness, completeness and technical accuracy by a senior professional who is independent from the originator of the document to be checked, but part of the project team as assigned by the project manager. The assigned Technical Lead is responsible for the final review, approval and submittal.

Independent Technical Reviews. Prior to submission, the work performed or identified as a significant deliverable also undergoes an independent technical review to verify the quality and integrity of the project tasks and written work products, the deliverables are in accordance with the scope of work, and products comply with the standard of professional practice. The review is conducted by qualified reviewers who are independent from the origination of the activity or document under review.

Initiating Quality. Quality begins with our understanding of the project goals and objectives, emphasizing communication with the City and an extensive review of project inputs. Assigning technically qualified and experienced personnel to produce and review the work is an important next step. Our initial planning and scheduling activities, including defining the various project work tasks and associated quality activities, are foundational to a successful project.

Producing Quality. The AECOM team will prepare a project plan to define key parameters and guide the work of the team. The plan is reviewed at the project team kickoff meeting and updated as needed. As work proceeds, a number of technical activities are undertaken, including:

- Appropriate application of codes, standards and design criteria
- Ongoing oversight and observation for accuracy and completeness
- Distribution of in-progress documents at defined intervals for quality review

The AECOM team has developed methods and standard operating procedures (SOPs) for maintaining both digital and hard copy files of CDBG and HUD grant-related activities on multi-billion dollar programs across the country. Our CDBG records retention policies are designed to meet federal as well as state/territorial records management and retention policies and protocols. They will be customized to meet the City's project needs in conjunction with federal requirements.

Working with the City, we will customize document management/records retention SOPs in accordance with program policies that will facilitate:

- Uniform implementation of records retention policies that are compliant with federal and state/territorial regulatory requirements
- Efficient, economical and effective management of program information and records, including creation, use, maintenance and disposition
- Consistent filing of CDBG-Disaster Recovery Program (CDBG-DR) records by standardizing document naming conventions, filing classification, identifying appropriate methods of storage (physical vs. electronic) and clear delineation of documentation that comprises an applicant's "file" to be collected by case managers, program vendors, subrecipients

- Set up and maintenance of files that can easily be disposed of based on HUD Handbook 2225.6, Records Disposition Schedules and HUD Handbook 2228.2, General Records Schedules
- Appropriate retirement, preservation and transfer of records of permanent value to state/territorial archives or federal records center for permanent retention
- Appropriate disposal of records that are no longer needed

Budget Control

Due to funding requirements and expenditure timelines contained in Federal Register Notices, it is vital to carefully monitor the program activities, establish strict timeframes for program execution and expenditure rates, and maintain an accurate budget. In addition, it is equally important to periodically update budget projections to guide program expenditures related to program delivery, track administrative dollars to validate that federally established thresholds are not exceeded, and verify that the minimum threshold of CDBG-MIT dollars are used to meet the LMI National Objective. Managing to accurate budgets and timeframes

One of the biggest risk for this project is disallowed costs due to the lack of understanding of the CDBG Program.

By selecting AECOM, the City can rest assured that every aspect of this project will be skillfully managed without disallowed costs.

will also assist the City in requesting waivers from federal agencies should this be considered necessary to recovery. Three main areas related to accounting and reporting of CDBG-MIT funding are as follows:

- **Program and Process Management Auditing.** Attaining measurable outcomes that achieve program goals in a cost-effective and efficient manner, including compliance with the escrow agreement.
- **Financial Auditing and Grants Management.** Effective administration ensuring the planned and timely expenditure of federal funds in accordance with HUD approved performance schedules contained within the action plan.
- **Integrity monitoring and Anti-Fraud.** Ensuring the appropriate use of funds, minimizing the amount of duplicative and/or fraudulent assistance, and effective application of subrogation and repayment processes within reasonable timeframes.

Accounting and Reporting

One of the risks in implementing HUD funded, or any federally funded, programs is disallowed or what might be considered misappropriated costs due to a lack of understanding of the federal rules and regulations surrounding rate of spend and payment. The evaluation or discovery of disallowed costs is often found during a technical assistance or monitoring visit and can be avoided by being familiar and aware of expectations ahead of program start. The AECOM team has direct federal accounting and reporting expertise, specifically related to HUD programs, and intends to assist the City with:

- Establishing key internal control tests to verify that CDBG-MIT funds are used for eligible activities and managed in accordance with federal regulations.

- Developing project plans, projected timelines, and deadlines for the programs to track expenditure rates and manage the drawdown of HUD funding to promote compliance with congressional allocations and federal register notices.
- Creating accurate program budgets to project administrative costs, expenditure rates, project delivery costs, and program management.

Our experience developing programs with HUD compliant policies and procedures, that consider the most difficult compliance issues, allow us to demonstrate expertise in the aspects of applying law, regulation, and policy for federal programs. Our comprehensive understanding of procurement and contract compliance under 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR lets us to provide clients with various levels of technical assistance, including review of invoices aligned to method of contract pricing, compliance monitoring and audit risk mitigation, and recertification inspections and applicant grant closeout.

AECOM considers risk management vital not only to protect AECOM's ability to conduct work in the future, but also to protect our valuable clients like the City. Each project is assessed for risk via our on-line platform called the Risk Assessment Tool, and is analyzed and reviewed by legal, financial and executive management. The project team is given directives, advice, and strategies to mitigate the risks associated with the project.

AECOM will maintain compliance with HUD CDBG-MIT requirements while maximizing the benefit of available grant funding and minimizing the potential for repayment of federal funds due to non-compliance. We will leverage our decades of HUD knowledge and experience to help drive a compliant program from start to finish.

AECOM's Willingness to Meet Project Budget and Schedule

The Florida DEO schedule is extremely tight, and delays can jeopardize the funding for this project.

AECOM has a proven track record of expediting NEPA, permitting and designs phases and obtained permits within an unprecedented 90 days for the similar award-winning grant funded Wagner Creek project.

Our plan for this project is to complete Phases 1 and 2 within 11 months and to use our state-of-the-art budget control system that monitors project costs in real time to keep this project on budget.

At the project level, AECOM will employ a risk register program as a tool to help identify, prioritize, and mitigate project risks. The risk register will be developed alongside the City and updated throughout the project life cycle. The data from this risk register program can be run in a Monte Carlo simulation that will quantitatively prioritize risks based on their likelihood and impact to the project.

Scheduling Methodology

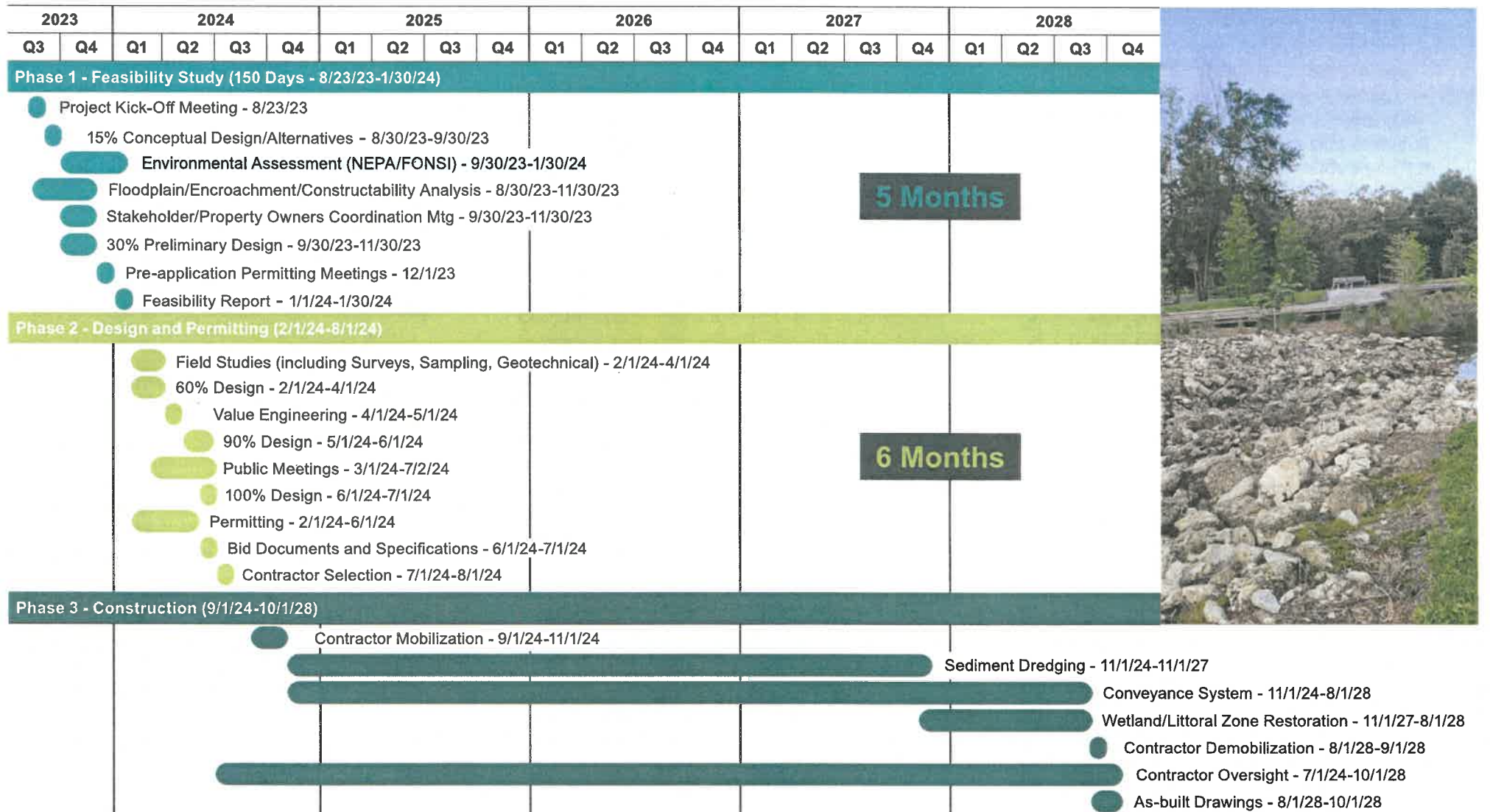
By instituting intensive quality management protocols, identifying areas of inefficiency, and course correcting where considered necessary, AECOM drives putting more money on the street, resulting in less sitting and awaiting draw down. AECOM builds a system that demonstrates to HUD that the grantee's program has the capability to perform quickly and efficiently.

AECOM will use Primavera P6 scheduling software for computer generated Critical Path Method (CPM) scheduling. Our proposed Phase 3 Construction Lead, Carolyn Bonaventura, DBIA, CGC, has over 18 years of experience implementing these schedules in the field during construction with contractors and suppliers. When done well, the project schedule should do more than simply forecast outcomes. It serves

a major role in creating that outcome. When you combine an accurate schedule with the Risk Management program described allows the entire project life cycle to be implemented and monitored effectively. We have developed scheduling methods for HUD funding to identify and forecast project progress against milestone requirements that enable proactive efforts to

recover schedule variances. Our programmatic approach to schedule management has provided accountability, transparency, and forward-looking analysis of progress. This approach of CPM scheduling allowed our team to obtain permits within 90 days of notice to proceed for Wagner Creek (Miami) project to

avoid losing the grant money and successfully completing the project, despite several storm events and a Category 2 Hurricane. Once our contractor is selected, we will work with them to fine-tune the construction schedule and make sure that they remain on track.



1.4 Proposed Project Approach Methodology

The proposed Lake Bonnet Drain conveyance improvements, wetland restoration and sediment dredging components for this project will be carried out in three phases as follows: Phase 1 Feasibility Study (including NEPA), Phase 2 Design, Permitting and Communication/Coordination, and Phase 3 Construction.

AECOM has extensive experience in complying with federal NEPA requirements and 24 CFR Part 58 and have conducted over 22,000 Environmental Review Records (ERRs). We understand the need to expedite Phases 1, 2, and 3 of this project to meet the CDBG-MIT schedule.

Phase 1 Feasibility Study

NEPA/Environmental Review

The first step of the Feasibility Study and the completion of environmental assessment/review will be to conduct a NEPA assessment. NEPA is a decision-making and disclosure tool that assists federal agencies in making better informed development and investment decisions given competing priorities and constrained resources. NEPA is often referred to as an “umbrella,” under which all applicable environmental laws, executive orders, and regulations are considered and addressed. To comply with NEPA, AECOM will complete the steps listed below — although it is important to note that the process is iterative, and it may be considered necessary to revisit some of these steps throughout the NEPA process.

An Environmental Assessment (EA) is a concise public document that discloses and describes the potential environmental effects of the proposed project and its alternatives and documents compliance with federal laws and authorities. Please note for the purposes of this proposal, AECOM assumes the NEPA Class of Action for the proposed project will be an EA

that meets HUD’s NEPA requirements (24 CFR 58). It is not anticipated that an Environmental Impact Statement (EIS), will be required for this project. AECOM expects that the NEPA assessment can be completed with an EA/ Findings of No Significant Impact (FONSI).

Scoping. During the NEPA process, a wide range of partners — including the public, stakeholders, and agencies for each of the levels of government — provide input into project and environmental decisions. Scoping is an open process that seeks to identify significant issues associated with a proposed project and is typically the first opportunity for the public to get involved in NEPA. As part of developing the NEPA document, AECOM will seek input from the public, state, and local governments. For details on our approach, please refer to the Agency and Stakeholder Coordination section below. Public involvement, including opportunities to participate and comment, continues throughout the NEPA process.

Throughout the environmental review process, AECOM will support the utilization of HUD’s Environmental Review Online System (HEROS) as needed. HEROS increases transparency of environmental reviews by posting them online for review during public comment periods.

Data Collection/Identify Resources. In order to identify issues for analysis, AECOM will identify potential resources in the project area. AECOM will utilize a range of publicly available resources supplemented by in person field surveys [topographic survey Light Detection and Ranging (LiDAR), wetland delineation, etc.] to collect data within the project vicinity. The City will provide the relevant project information as related to the project background and proposed action.

Develop Alternatives. NEPA requires the analysis of a range of reasonable alternatives to the proposed project, based on the defined purpose and need for the project (24

CFR 58.40(e); 40 CFR 1508.9). During this development of flood mitigation alternatives, AECOM will continue to refine the proposed action from the HUD grant application and to develop alternatives to the proposed action. For comparison purposes and in compliance with 24 CFR 58.40(e), the EA will also include the analysis of a No Action alternative. The approach to developing the conceptual design alternatives for Flood Mitigation and Conveyance, Sediment Dredging, and Wetland Restoration are described in the sections, below.

Analyze Impacts/Prepare NEPA Document.

The EA will describe existing conditions and statuses of current social, economic, and environmental resources affected by the project to evaluate the potential impacts (positive and negative; direct, indirect, and cumulative) of each of the project alternatives. AECOM will identify and describe the short term (construction) and long-term (operation) impacts associated with the alternatives regarding environmental assessment factors. Key factors that will be considered include Land Development, Socioeconomic, Community Facilities and Services, Natural Features, Vegetation and Wildlife/Biological Resources, Cultural Resources, and Climate and Energy. AECOM will consider appropriate impact mitigation measures: avoidance, minimization, and compensation. The NEPA document will identify project conditions and document mitigation measures.

In determining the impact for each factor, AECOM will assign an impact code (ranging from 1 to 4) as follows: 1) Minor beneficial impact; 2) No impact anticipated; 3) Minor Adverse Impact – May require mitigation; or 4) Significant or potentially significant impact requiring avoidance or modification which may require an EIS.

The EA's findings will be used to assess whether to prepare an EIS or a FONSI. The FONSI is available for public review for 30 days before the final determination is made whether to prepare an EIS and before the action may begin. For the purposes of this proposal, AECOM assumes that a FONSI will be prepared.

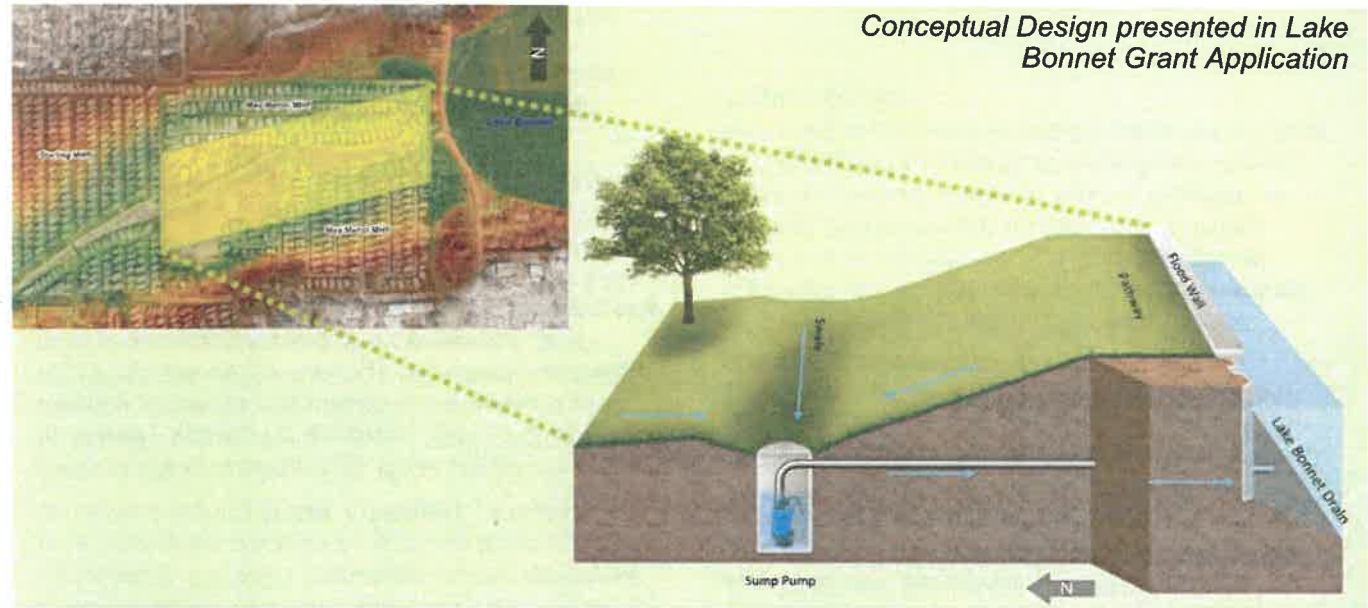
As part of the EA development, AECOM will maintain an electronically based Administrative Record file to assist with record retention and access. The scope and type of documents to be maintained in the Administrative Record, the manner in which they are indexed and maintained, and the means of approval of the inclusion or exclusion of documents will be developed and documented during initial project kick-off. Key items include:

- Agency Coordination (Copies of letters and responses from federal, state, and local agencies that were consulted during the preparation of the EA) and Required Permits
- Public Involvement (e.g., affidavit of public notice, summary of public comments, etc.)
- Maps, Figures, and Photos (e.g., site location maps; wetlands and floodplain maps; site plan/layout)

Project Implementation and Monitoring.

Once the environmental review process and associated document are complete and the NEPA document has been approved, a Request for Release of Funds (RROF) and Certification Form will be submitted to DEO. Upon review and approval and prior to Lakeland implementing the proposed project, DEO will issue an Authority to Use Grant Funds (form HUD-7015.16).

If there are significant changes in the nature, magnitude, or extent of the proposed project, a reevaluation will be conducted to identify whether the original environmental findings are still valid. A reevaluation will also be conducted if there are new circumstances or new environmental conditions which may affect



the project or have a bearing on its impact, such as unexpected conditions discovered during the implementation of the project.

Flood Mitigation and Conveyance – Conceptual Design

Working in close coordination with our team's environmental experts, city, county and state stakeholders, and building off knowledge gained from prior studies, AECOM's flood management team will prepare flood mitigation alternatives and conceptual designs. These alternatives will be developed using topographic surveys, LiDAR data, wetlands delineation, etc. and will be assessed for hydraulic performance to identify the level of effectiveness (Level of Service) at reducing or eliminating flood risk within the project area. Each of the proposed alternatives will also be assessed for compliance with NEPA (24 CFR 50.4, 58.5, and 58.6) requirements and for eligibility with CDBG-MIT requirements. Additionally, hydraulic modeling studies will be conducted for each of the proposed alternatives to assess impacts to the existing FEMA

regulatory Floodway and to identify whether the proposed options are permissible through the jurisdictional regulatory agencies. This effort will include a determination of the required local, State, and Federal permitting requirements, which will be verified by conducting coordination pre-application meetings with respective agencies.

Conceptual plans and details of the alternatives to achieve the desired flood mitigation will be developed to approximately 15 percent design and presented to the City for their review. AECOM will assist the City in the selection of a preferred alternative for proposed improvements that will meet the project goals and comply with regulatory permitting (federal, state, and local), HUD/CDBG-MIT, and constructability requirements.

Sediment Dredging – Conceptual Design

An integral component of the proposed plan to mitigate downstream flooding and improve conveyance involves expanding the storage capacity of Lake Bonnet. This expansion

will provide additional hydraulic capacity, enabling the lake to receive and retain excess water. Achieving this objective necessitates two key measures: reducing the lake's operational level and dredging sediments (i.e., contaminated sediments removed for disposal and uncontaminated sediments removed for wetland restoration). Our approach to the dredging design follows the USACE principles of Engineering with Nature® (EWN®) and will involve a plan to selectively dredge sediments to create a more natural, sustainable and resilient lentic aquatic habitat.

As part of the overall Feasibility Study, AECOM proposes to perform an initial pre-design investigation (PDI) to address data gaps and provide a more technically comprehensive remedy with reduced risks and assumptions, and minimize contingency associated with full-scale implementation. Initially, AECOM will review data from historical documents to identify data gaps requiring resolution to support the project design. Data gaps will be documented in a PDI Work Plan (PDIWP) which will include a Sampling and Analysis Plan (SAP), and a site-specific Health and Safety Plan (HASP) (that will include procedures for working over water). The SAP and Quality Assurance Project Plan (QAPP) will describe how sample collection and testing will be conducted to delineate the nature and extent of contaminants of concern (COCs) following U.S. Environmental Protection Agency (USEPA) procedures and in accordance with technically acceptable protocols.

As AECOM regularly performs PDIs for its design projects, work plan templates and experienced staff are available for use on this project to expedite the PDI schedule and minimize costs. For example, AECOM recently performed PDIs and Feasibility Studies for Bayou Chico, Escambia County (Pensacola, FL), Kirkwood Lake Superfund Site, Sherwin Williams (Voorhees Township, NJ), Marsh Creek Lake Dredging Project, Energy Transfer

Channel profile deepening and cross-sectional reconfiguration

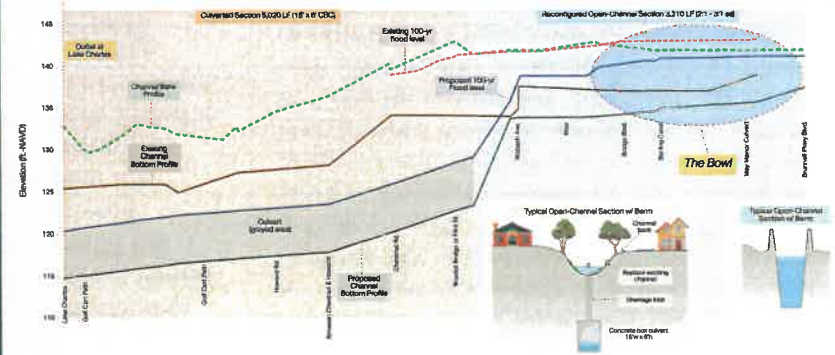
This alternative provides the following results:

- Reduces the need to back pump into Lake Bonnet
- Eliminates flood risk due to mechanical and electrical failure
- Eliminates permitting issues related to lowering the Lake level
- Allows for the re-establishment of the FEMA regulatory floodway within existing units
- Minimizes impacts to May Manor residents
- Facilitates NEPA/FONSI

(Chester County, PA) and Morrow Lake Dam Sediment Release, Eagle Creek Renewables (Comstock Township, MI). These plans are expected to be brief and site specific, providing clear and concise direction to field personnel and providing confidence in the quality of data obtained from the field effort. The PDI will include:

- Topographical, hydrographic and/or electrical resistivity surveys to identify COC "hotspots", estimate dredge volumes and prioritize dredge prisms
- Physical sampling of in situ sediments using a vibracore, push core and/or surficial sediment grab sampler to characterize the sediment and delineate nature and extent of contamination (if needed)

Lake Bonnet – May Manor Flood Mitigation Project Alternative Design developed by AECOM



- A treatability study to identify and evaluate efficacy of potential sediment management and dewatering strategies

Conceptual plans and details of the proposed as well as alternatives to achieve the desired dredge depth will be developed (15-percent level) and presented to the City for their review.

Wetland Restoration – Conceptual Design
AECOM will evaluate potential enhancements to existing wetland resources that could improve water quality, wetland functions, and aesthetics at Lake Bonnet.

Forested wetlands occur on the east side of Lake Bonnet between the open surface waters of the lake and the upland area/lagoon of

Bonnet Springs Park. This forested wetland area is privately owned and mostly part of Bonnet Spring Park. We are aware that the Park is fully supportive of improvements to Lake Bonnet and is listed as a co-applicant on the Florida General Infrastructure Program CDBG-MIT Grant Application. This forested wetland area consists of freshwater forested and shrub wetland habitat characterized as very dense vegetative growth in which red maple (*Acer rubrum*) and Carolina willow (*Salix caroliniana*) are the dominant components of the canopy.

Lake Bonnet has a patchy littoral zone that is dominated by cattail (*Typha sp.*), which is generally indicative of poor water quality, and with occasional spatterdock (*Nuphar lutea*). The littoral zone varies in width from zero to fifty feet and is more prominent on the northern and southern banks of the lake.

The shallow drainageway embankments are mostly devoid of wetland vegetation and are partially landscaped with sod or hardened by rubble riprap/concrete, as the waterway abuts residential homes/communities along the majority of its length including the May Manor Mobile Home Park and Sterling Manufactured Home Community immediately west of N. Brunnell Parkway.

The existing surface waters/wetlands vary in terms of habitat value, quality, level of intrusion by exotic/invasive vegetation, and landscape (location). The functional value of each distinct wetland resource will be assessed using the agency-approved Uniform Mitigation Assessment Method (UMAM) or other assessment method to apply a numeric value to each distinct wetland habitat (not needed for non-vegetated surface water features). The UMAM/functional assessment will assist in determining the functional loss and the potential functional gain that could be achieved through various restoration strategies. AECOM will strive to balance wetland functional loss

with functional gain to design a self-mitigating project. Identified wetland restoration strategies will be developed for agency review within a comprehensive wetland restoration plan.

Several concepts will be developed for the potential wetland restoration including the construction of littoral zones around the entirety of the lake and enhancement of the forested wetland area along the eastern bank. We anticipate that the potential wetland restoration will be developed through an iterative process with input of the various stakeholders associated with the lake including the City, Polk County, Bonnet Springs Park, Pete Devine, AAN TV Realty, Inc., OK Carz LLC., and other nearby landowners.

Enhanced littoral zones have the potential to help maintain and improve water quality by fostering vegetation which will take up excess nutrients that contribute to nuisance algae and invasive aquatic weed growth. We will develop littoral zone that will buffer and filter direct runoff into the lake. The overarching goal would be to maximize the functional value of on-site wetland restoration to avoid or minimize the need to apply mitigation off-site or through a local mitigation bank. AECOM will work with the regulatory agencies to assess whether potential restoration can be viewed as self-mitigating. AECOM's potential lake/wetland restoration concepts will also consider ecosystem functions from the adjacent Bonnet Springs Park including potential channelized connections for improved circulation or recreational opportunities to enhance visitor experience, if so desired by the City and Bonnet Springs Park. Living shoreline opportunities (vegetated embankments) will also be considered along the downstream drainageway, where practicable, between N. Brunnell Parkway and Howard Avenue to enhance the quality of this waterway to benefit downstream waters.

Agency and Stakeholder Coordination

Stormwater and flood management, water quality and protection of natural resources are governed at the Federal, State and local levels within the City. As part of the environmental review, AECOM will assist the City with coordinating meetings with the regulatory agencies with jurisdiction over the proposed project to introduce the project and discuss viable design alternatives being considered for flood management, water quality improvements including options for erosion and sediment control, dredging, etc., potential environmental direct, indirect and cumulative impacts to natural resources, potential methods or conservation measures to avoid and/or minimize impacts, wetland/lake restoration and impact mitigation options, and the environmental permitting approach (early pre-application meetings).

We anticipate engaging Polk County throughout the project. The County is a key stakeholder by virtue of ownership of a majority of Lake Bonnet. We anticipate the project will require a Polk County right-of-way (ROW) permit for work in property owned by the County in and around Lake Bonnet and further downstream. Upland tree removal would require a ROW encroachment permit. AECOM has worked with the County on several projects (including recent Duke Energy transmission lines) and will leverage our knowledge of County regulatory processes for this project.

The permitting approach, which will be submitted to the City as part of the Feasibility Study, will summarize the project components which require permits, identify the environmental permits needed, anticipate environmental permitting risks and opportunities and options to minimize permitting risks and maximize permitting opportunities, summarize pre-application agency coordination, and include a schedule for agency application/permit milestones.

Phase 2 Design, Permitting and Communication/Coordination

Flood Mitigation and Conveyance Design

The City's selected flood mitigation alternative for the Lake Bonnet Drain/May Manor project area will be developed to a level of detail sufficient for permitting and construction. Additional and/or supplemental surveys, including geotechnical field and laboratory programs and site inspections, will be conducted in support of this final design and permitting effort.

Building upon the preliminary studies and designs prepared as part of the Phase 1 Feasibility Study, the selected alternative will be developed to a level needed to support review, permitting and construction of the proposed facilities. The following items will be addressed in support of the design:

- Conduct an assessment of the geotechnical program data to evaluate the suitability of project locations for construction
- Use additional and/or supplemental surveys, including geotechnical field and laboratory data and site inspections
- Conduct hydrologic and hydraulic modeling in support of final designs of the flood control facilities and an assessment of property requirements
- Assess property requirements including land and rights-of-way acquisition
- Provide assistance to the City in identifying property advised to obtain including easements or property acquisition for project implementation
- Assist the City with stakeholder coordination and completion of community engagement and outreach activities

As part of this phase, design plans and drawings for the full scope of project components including flood control and ancillary facilities and wetland restoration areas will be advanced

from the 30% design (Phase 1) to the 60%, 90%, and 100% drawings (final certified) to support review, permitting and construction. Value engineering and constructability reviews will be conducted at the 60% design phase concurrent with construction specifications and bid document preparation. AECOM understands the importance of compliance with Federal procurement standards 2 CFR sections (§§) 200.317 through 200.326, other federal policies and guidance, and HUD's Buying Right CDBG-DR and procurement guidance. Bid documents will be prepared in accordance with all required policies and procedures.

As soon as practicable during the design and plan development process, Environmental and Floodplain Management permit applications will be filed with the respective regulatory agencies. Those agencies may include the Southwest Florida Water Management District (SWFWMD), the FDEP, and the USACE. This effort will also include defining applicable construction and building permits.

Sediment Dredging Design

The conceptual dredge plans in Phase 1 will be expanded upon and serve as a basis of design.

An engineering evaluation will be performed with the site conditions and removal volume defined to provide the key factors to establish dredge equipment and production rate. AECOM will compile a dredge production model for the site that incorporates dredge type, rate of removal, sediment slurry composition and dewatering method to make a preliminary assessment of the dredge rate. The goal of dredge equipment selection at the engineering evaluation stage is to confirm the desired production rate is achievable using a range of hydraulic and/or mechanical dredging equipment rather than limiting the dredging operations.

Dredge production and conveyance rates need to be expedited to meet the aggressive project timeline. The initial grant application

was based on a thin layer placement over a 5.7-year (69-month) schedule. However, due to the reduced timeline, AECOM will design a more efficient dewatering approach to allow the dredge operations to be completed within 24 to 36 months. The PDI and treatability tests will be used to identify the dredge production rates and dewatering techniques that can be used to meet this expedited schedule.

Upon completion of the 60% design, AECOM will conduct a Value Engineering/Constructability Review (VE/CR) workshop to present progress of the dredge design to a multidisciplinary team of reviewers as well as City and Park project managers. The keys to a successful VE/CR process are effective team development and management and a definitive



Wagner Creek Seybold Canal Restoration Project. Awarded WEDA 2018 Environmental Excellence Award



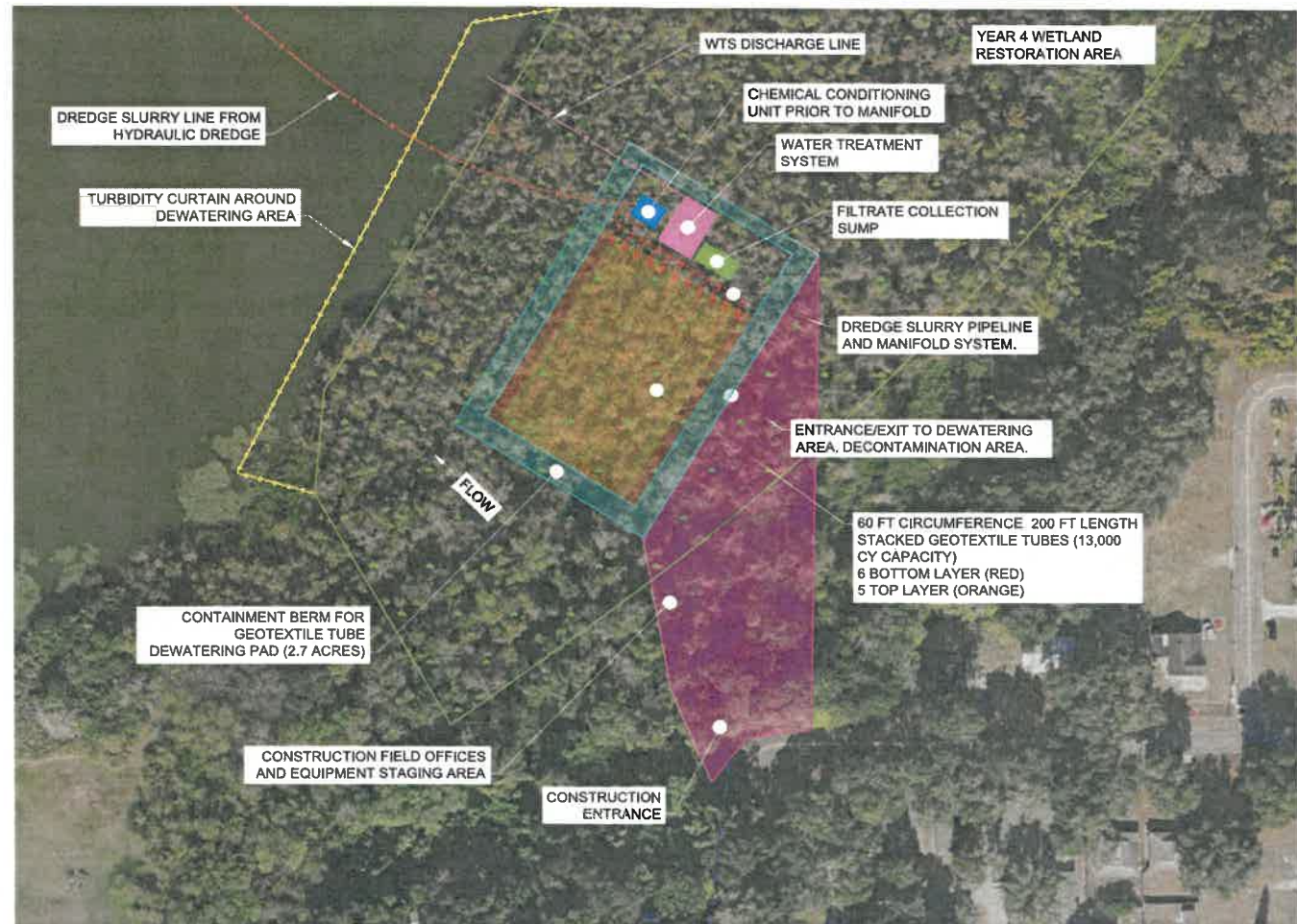
Awarded the FDEP 2018 Award for Superior Excellence. Jennifer Smith, FDEP Southeast Director commented, "On behalf of the FDEP, I am thrilled to recognize AECOM and SES for coming up with a dredging solution to a decades-long environmental problem."

VE/CR Plan so that participants get the full benefit from the technical specialists assembled for the workshop. AECOM will engage both our internal construction teams as well as third-party reviewers such as Dr. Burton Suedel (U.S. Army Corps of Engineers, Engineering Research and Development Center (ERDC) and Dr. Don Hayes (The Dredging Professor) to provide decades of experience and lessons learned to identify and mitigate risk associated with this type of dredging operation. AECOM successfully conducted VE/CR workshops including third-party experts and contractors to review designs of several high profile, multiple stakeholder remediation projects including but not limited to Wagner Creek Seybold Canal Project (Miami, FL), Ameren LaSalle Canal Project (LaSalle, IL), Mill Lake Closure at Rayrock Uranium Mine (Northwest Territories, CN), South River Mercury Remediation (South River, VA) and Berry's Creek Superfund site, a large wetland complex with flooding and contaminants of concern (COC) similar to this project.

The goals and objectives for the VE/CR workshop are to review the design parameters and evaluate the components of the work so they can be constructed safely, cost effectively, and on schedule. At this time, we also review the risk register to discuss additional and/or alternative measures that can be implemented to further mitigate/reduce/eliminate project risks.

Upon completion of the VE/CR, AECOM will prepare the Pre-final Remedial 90% Design Documents using the parameters, components, and criteria identified in the conceptual and interim designs. AECOM will further refine the recommendations, cost savings, and additional risk-reduction measures during the VE/CR.

The final design report (100%) will include the final design narrative that describes the project delivery strategy and will further define the remedial action with the specific design elements. The final design will also include draft permits or permit equivalent approaches.



Wetland Restoration – Design

AECOM will develop a littoral zone wetland restoration design for Lake Bonnet and a separate wetland restoration design for the forested wetland along the eastern portion of the lake if warranted to support the dredging operations.

AECOM is cognizant that the stormwater system of Bonnet Springs Park ultimately discharges to Lake Bonnet through overland flow from the lagoon and will incorporate nature-based solutions that will take advantage of the great work already done by the Park. In addition, we

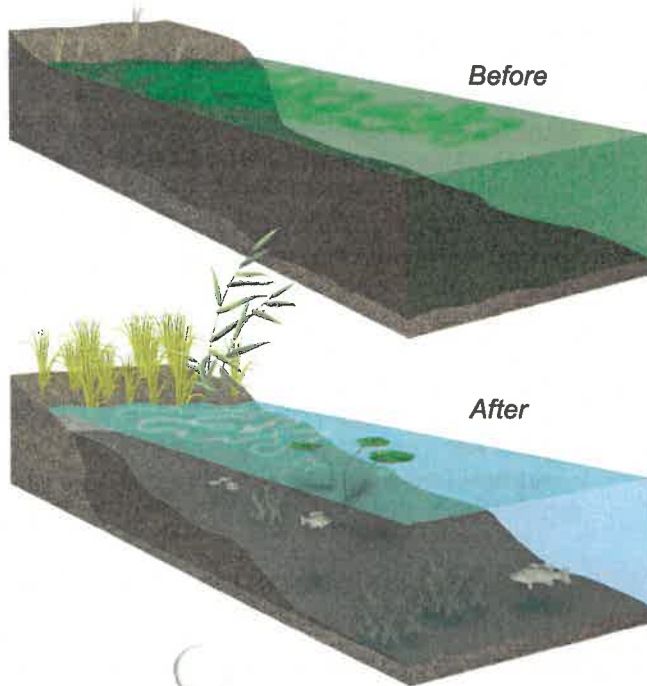
will consider downstream wetland enhancement in the design to further aid with flood storage and water quality improvement.

Upon completion of the 60% wetland design, AECOM will conduct a VE/CR workshop to present the littoral zone and wetland restoration design to a multidisciplinary team of reviewers as well as City and Park project managers. AECOM will engage our subject matter experts to evaluate fatal flaws and provide adjustments to mitigate risk associated with this wetland design effort.

The goals and objectives for the VE/CR workshop are to review the design parameters and evaluate the components of the work so they can be constructed safely, cost effectively, and on schedule. At this time, we also review the risk register to discuss additional and/or alternative measures that can be implemented to further mitigate/reduce/eliminate project risks. Adjacent landowners may need to be coordinated with, as needed, to receive feedback on portions of the design within or near their respective lands. This will occur as needed and where approved by the City.

Upon completion of the VE/CR, AECOM will prepare the Pre-final Remedial 90% design documents using the parameters, components, and criteria identified in the conceptual and interim designs. AECOM will further refine the recommendations, cost savings, and additional risk-reduction measures during the VE/CR.

The final design report (100%) will include the final design narrative that describes the project delivery strategy and will further define



the remedial action with the specific design elements. The final design will also include draft permits or permit equivalent approaches, as needed.

Permitting

AECOM's engineers and scientists have managed the various aspects of the activities needed for the environmental permitting of flood management and lake restoration projects. Our team has obtained numerous permits from federal, state, and local regulatory agencies for a wide variety of similar projects. Our permitting team includes environmental subject matter experts and specialized discipline technical experts that have a proven track record in expediting these types of permits. Our permitting team's experience provides the City with the needed resources to successfully expedite the permits for this project.

AECOM's understanding of this project's potential environmental and social benefits and regulatory criteria is vital to the development of timely and cost-effective project plans, evaluative studies, sound engineering designs, effective stakeholder management and successful permitting. By anticipating and addressing permit requirements early in the project design, we help implement a permitting strategy, development schedule and mitigation plans that expedite permit acquisition and compliance. Our expert regulatory negotiations throughout the project (Phases 1, 2 and 3) and permitting processing phase will help resolve technical and external stakeholder issues and create favorable permit conditions while achieving the ultimate goals of maintaining the project schedule and ensuring regulatory compliance.

This method has contributed to successful projects for a broad range of clients worldwide. Across our broad impact analysis, assessment and permitting practice, our experience will serve to achieve the City's goals, ensuring

the City is operating according to their own requirements as well as complying with Federal, State and local regulatory requirements.

Typically, the permitting process is initiated at the 60% design phase, however, to expedite the permitting process and meet the rigorous schedule for this project, AECOM will initiate the permitting process at the 30% design phase. To accomplish this, we will hold workshops with the stakeholders and regulatory agencies to address concerns as early as practicable.

If substantial modifications to the design are needed, changes or updates will be addressed within the agency application review process. Upon completion of the 60% design plans, AECOM will revisit the project to assess whether additional data needs to be collected for permitting purposes. Follow-up coordination with the agencies/City may be advised to address significant design modifications needed. This additional coordination step will allow for reverification of the impact assessment which is anticipated to include an assessment of direct, indirect or secondary impacts and cumulative impacts to the basin or region, as appropriate. In addition, this coordination will also focus on the mitigation component of the permitting process (i.e., wetland restoration) to verify the restoration plan fully compensates for the proposed impacts associated with the flood management and lake restoration designs.

Permit application packages will be produced by AECOM to include the requested engineering and scientific data, plans, etc. and submitted to the City for review and approval. Once approved and signed by the City and relevant co-applicants (landowners), if needed, the applications packages will be finalized for agency submittal.

Subsequent to obtaining permits, AECOM will prepare the bid documents and construction design packages for contractor procurement.

Phase 3 Construction

Our approach to construction begins with producing quality design deliverables as described above. This includes verifying the contractors' bids are accurate and reliable. We will also validate that bidders are qualified to perform the work and able to meet the City's requirements and the grant funding requirements. During design we will also develop construction estimates and schedules to plan for construction. Once the contractor is selected, we will work closely with them to finalize the schedules and bids. We will work with them to monitor cost control and the schedule throughout construction to make sure that they remain on track. Other construction tasks we will manage and oversee include:

- Maintenance of project documentation, reporting and recordkeeping for use by the City, Contractor and regulatory compliance
- Construction photography throughout each phase of the project
- Closeout reporting and documentation, including as-builts

Project Controls

Managing project controls during construction is critical to the success of the project. These will ensure that each person on the project team understands what the status of the project is, and helps to monitor cost/budget, schedule and quality.

- **Planning & Scheduling.** We discuss project scheduling in Section 1 in further detail. A project schedule with tight monitoring will ensure the project meets your funding deadlines and the expectations of the City and residents.
- **Risk Management.** Our risk register program is described in Section 3. We will use AECOM's robust risk register program to help identify, mitigate and track all project risks throughout the life cycle of the project.

- **Cost Estimating/Cost Management.** AECOM has estimating employees that are experienced in producing reliable cost estimates during design. It will be our goal to have the final contractor bids equal the design cost estimates. Our experts have relationships with the local suppliers and contractors that will give true industry pricing for these estimates.
- **Change Order Management.** AECOM will use our staff of construction and design experts to develop a change order log and review each request that comes through to verify the necessity and accurate pricing of each request by utilizing our estimating experts.
- **Document Control.** AECOM will use a wide variety of document control software tools, such as BIM 365, SharePoint, Microsoft Teams and others to make sure that files are stored, transferred and tracked accurately. Our goal will be for project team members to have the appropriate tools for project success both in the office and in the field. Once the contractor is on board, we will interface with their document control tools as well.
- **Project Reporting.** Project reporting, as discussed throughout this proposal, will be important for the City and the funding partners. AECOM will ensure that all reporting is accurate and submitted on time.

Construction Engineering Inspections

AECOM will be responsible for overseeing the Construction quality assurance program. Carolyn Bonaventura, our construction manager, and her team will perform construction inspections and will work closely with the Contractor and the City's staff to validate that installation work is performed in accordance with the project specifications and plans. Daily inspection reports and summary reports will be prepared documenting this effort. Included in these reports will be soils and material testing

to make sure that the construction has been correctly installed, excavation and backfill are correctly placed and compacted, roadways disturbed by construction are repaired in accordance with specifications and concrete placed has the appropriate strength.

Permit Compliance/Construction Oversight

AECOM will develop construction monitoring protocols to suit the proposed construction. Each viable construction option will have best management practices (BMPs) to minimize impacts during construction. Many of the design alternatives will have similar BMPs but BMPs will be tailored to the work proposed and the location. For example, the BMPs needed for proposed work at the mobile home communities might be different than those within Lake Bonnet. AECOM anticipates that regular monitoring and testing of the dredge material, decanted water, and lake water column will be needed. AECOM will endeavor to devise compliance protocols and BMPs that will both satisfy regulatory requirements while meeting SMART (Specific, Measurable, Achievable, Realistic, and Timely) goals.

Compliance activities will incorporate NEPA commitments and general/special conditions of the issued permits. A permit/NEPA compliance tracker will be created by AECOM and submitted to the City once permits have been issued. We can support the City with addressing the applicant-responsible compliance activities (i.e., recording of conservation easement documentation, commencement of construction notifications, scheduling and participating in agency pre-construction meetings, etc.). We can also assist the City with presenting the contractor-responsible commitments/permit requirements to the awarded contractor during a contractor pre-construction meeting, if so desired. AECOM biologists/ecologists will also continue to support the City during the construction phase with the performance

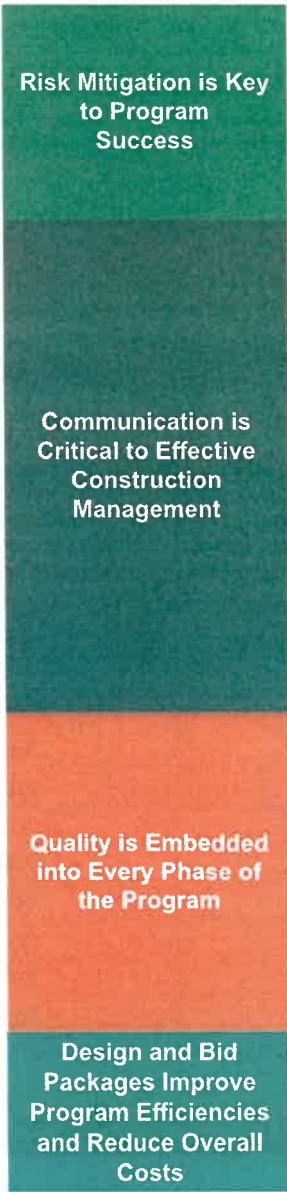
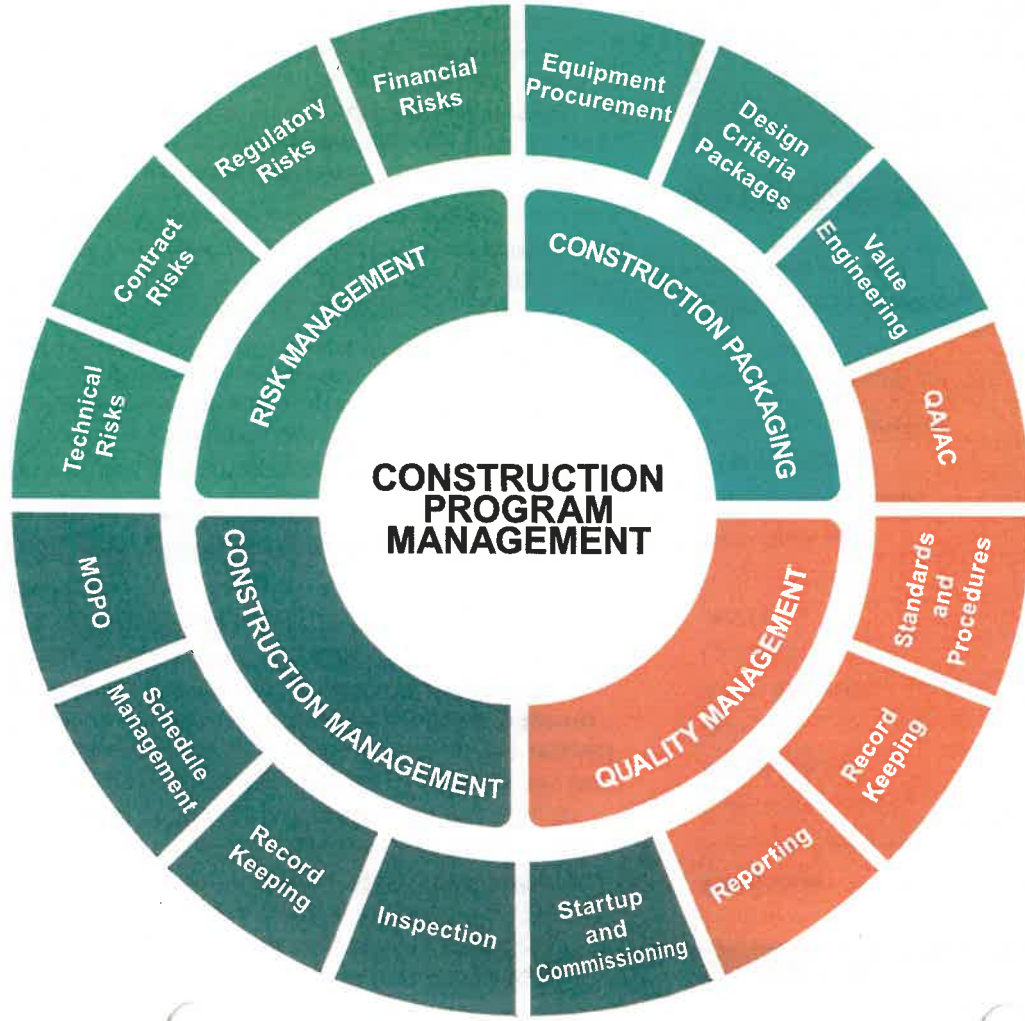
of construction environmental inspections focused on NEPA commitments and permit requirements and oversee or monitor the construction of the lake/wetland restoration components of the project. AECOM can also support erosion control management and other ecological elements of construction so remedial

actions can be addressed on an expedited basis. Regular reporting to the construction manager will be conducted following each field inspection (reporting frequency will be decided through coordination with the City) including commitment/permit condition tracker updates. Upon satisfactory completion of construction

and completion of NEPA commitments and permit conditions, AECOM can also provide support with permit close out activities and long-term monitoring of the wetland restoration areas as dictated by the project permits. These close out activities can include the Transfer of Operations Actions and the submittal of as-built

MANAGING THE PROGRAM FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR) CONSTRUCTION DELIVERY

Collaboration serves as the cornerstone of any successful Program. When your Program Manager, design consultants, your construction firms and you all share a common vision for the Program and projects, it is amazing what can be accomplished together.



Risk Mitigation is Key to Program Success
Our team will analyze risks associated with the program (contract, permitting, technical, financial, community) and develop design and procurement documents that appropriately share that risk with the party best suited to manage it appropriately.

Communication is Critical to Effective Construction Management
Daily communication with plant operations staff and critical decision makers will be critical in designing facility improvements that will facilitate the facility and site operations and ensuring residents can get to their homes. This will also require close collaboration with the CMAR to make sure that the design can accommodate this, while overseeing operations plans and activities. This communication is also necessary to ensure that the design meets the constructability challenges associated with working on active systems and facilities. Our team will listen and foster ideas related to sequencing, material purchase, value engineering ideas and constructability efficiency.

Quality is Embedded into Every Phase of the Program
Quality is not just a goal for this program, it is a requirement! AECOM is committed to delivering best-in-class solutions and services to Clients. In the case of program management, quality will entail managing the program, the design, and the construction of the projects. With AECOM's wide range of expertise, we are capable of adhering to strict quality control standards and working with all the program team members to ensure quality meets your expectations.

Design and Bid Packages Improve Program Efficiencies and Reduce Overall Costs
Our team will work collaboratively with the contractor to ensure efficiency, with a focus on schedule, budget and meeting the City's goals.

plans in accordance with permit obligations. Long-term monitoring typically extends out for five years following construction completion of on-site wetland mitigation. Since this activity is likely to fall outside of the six-year window for the Grant, AECOM will work with the City to help minimize funding concerns which may be considered outside the timeframe of the issued Grant. A schedule for the five-year monitoring and maintenance of the wetland mitigation, if requested, will be developed during the permitting process, and reviewed/approved by the City.

Current Workload and Capacity for Project Integration

One of the advantages of being such a large firm with great depth of resources is the ability to accept new projects while honoring our commitments to our existing ones. AECOM has staffing available to complete this project. In addition, we have received commitments from our subcontractors that they will make this project a priority and will make the qualified staff available for the duration of this project.

AECOM schedules workloads in a manner that allows us to budget the appropriate time for our clients' projects, while minimizing excessive downtime for our staff. Our current Manpower Utilization Report indicates that the cycle of completing projects and adding new projects not only is in balance, but also currently allows room to schedule additional work. The current and upcoming workload for our proposed project personnel will allow the AECOM team to provide full attention and service to the City without compromising the integrity of our work or disrupting the City's timetables. Should the need arise, Fernando and Dan will discuss additional staff with the City that are located in our Tampa, Orlando and Miami offices as well as additional Florida offices to supplement the project team.

Percent of Time Availability of Key Staff			
Personnel	Phase 1	Phase 2	Phase 3
	8/23/23 – 2/28/24	3/1/24 – 9/25/24	10/1/24 – 10/1/28
Fernando Navarrete	50%	75%	50%
Babu Madabhushi	75%	75%	75%
Marisa Mason	75%	75%	50%
Dan Levy	25%	25%	25%
Kelley Samuels	75%	50%	50%
Laura Cherney	75%	50%	25%
Jenn King	50%	50%	50%
Brian Mastin	50%	75%	25%
Keith Stannard	75%	50%	25%
Carolyn Bonaventura	25%	35%	75%
Rhonda Walker	75%	50%	50%
Burton Suedel (ERDC)	25%	50%	25%
Don Hayes (Dredging Prof)	25%	50%	25%
John Blair (FLAA)	25%	25%	25%
Andre Kniazeff (Madrid)	25%	25%	25%
Frank Sawyer (Arc)	25%	25%	25%
Michael Wightman (ATI)	25%	25%	25%



AECOM's Facilities, Technological Capabilities & Other Available Resources

Facilities

AECOM has 10 Florida offices, and the Lake Bonnet project will be managed out of our Bartow, Florida office, which is less than 10 miles from Lake Bonnet. AECOM offers a perspective gained from more than 60 years of environmental experience in Florida. We have more than 260 employees dedicated to environmental, water, construction management services in 10 Florida office locations and over 550 environmental employees in the southeastern US. We are registered as a

legal entity with the state of Florida, as well as a state-licensed professional engineering business and general contractor.

AECOM's Austin Treatability Test Laboratory provides advanced capabilities with state-of-the-art facilities that will allow us to provide the Lake Bonnet Project with the best-in-class assessment and design work. AECOM's treatability staff has the experience and expertise not only to perform these tests according to industry standards, but also to work with our engineering and design team to capture scalable observations and test endpoints not typically reported from third-party testing facilities.



AECOM's Austin Treatability Test Laboratory

Technological Capabilities

Recent advances in technology have introduced new ways to optimize project delivery, increase productivity, and create efficiencies throughout the design, construction and operation and maintenance processes. AECOM will leverage the technologies, such as digital innovation and the state-of-the-art analytical equipment at USACE-ERDC laboratory to efficiently and effectively execute the scope of work in the three phases of this project. These technologies will provide higher quality, greater reliability, faster delivery, and the highest safety standards. Due to the complex nature of the current project, AECOM believes that use of today's tools and nurturing new ideas to transform project delivery and unlock the full power of our offerings will play a critical role in executing this project. AECOM is proposing to use EQuis™ for data collection, visualization and transfer of data to the City and other stakeholders. The data will be stored in secured cloud folders for easy access. Considering the access issue and the need for more cost-effective survey methods, AECOM will use LiDAR and unmanned survey equipment to obtain the site data more accurately, efficiently and safely. As a part of the feasibility study, AECOM will use our in-house Treatability lab in association with ERDC's laboratory to test the various alternatives to come up with best suited solution for the Lake Bonnet project.

AECOM Treatability Laboratory



The AECOM Treatability Laboratory, located in Austin, TX provides a cost competitive, highly customizable option for performing batch and column treatability tests to evaluate chemical, biological, and physical treatments for a wide range of chemicals in environmental media. Bench-scale treatability tests can be used to compare treatment alternatives, evaluate reagent chemistry, dosages and application methods, shed light on site biogeochemical conditions, and provide proof-of-concept evidence that a selected remedial technology will attain performance objectives. Access to this lab will allow AECOM technical experts to work directly with the chemists to customize water and sediment tests to support dredging operations and dredge spoils handling specific to this project.

ERDC National Laboratory



ERDC's Center for Contaminated Sediment (CCS) provide advance capabilities with state-of-the-art facilities that will allow us to provide the City of Lakeland with the best-in-class assessment and design work. As an example, ERDC's CCS includes:

- The Environmental Toxicology Research Facility (ETRF), which provides over 8,200 square feet of combined research space, including a toxicology laboratory and biochemistry and analytical laboratories, all used to conduct a wide variety of environmental toxicology research
- The Sediment Research Laboratory (SRL), a state-of-the-art facility for evaluating clean and contaminated sediments' physicochemical and biological processes and their interactions for process parameterization to support modeling and feasibility testing
- The Hazardous Waste Research Center (HWRC), which provides a full-service research and evaluation facility with safety equipment, a high-bay pilot studies area, and a large-scale pilot studies facility

LiDAR



AECOM's team of geospatial experts, led by American Society of Photogrammetry and Remote Sensing (ASPRS) certified photogrammetrists and mapping scientists, have experience working with satellite, manned, and unmanned derived data. The team knows that project success occurs in the planning phase and develops work plans that are based on industry accepted standards, such as the ASPRS Positional Accuracy Standards for Digital Geospatial Data. Whether it be an unmanned aircraft system (UAS) or a traditional manned system mission, validating remote sensing data is crucial to a project's success as only through an independent validation of such data products can it be certified as having achieved the accuracy goals. Our UAS operations always adhere to Part 107 regulations, as well as applicable federal, state, or local laws and customer operations requirements. Our UAS operations are performed by a minimum of two crew members, the Remote Pilot in Command (RPIC) and a visual observer (VO).

Our team has the tools and expertise to work in all common datums and projections as well as re-project data into customized coordinate systems as needed. The LiDAR data will be used to formulate the flood management engineering design and supplement the topographic/bathymetric survey data collection efforts.

Digital Surveying Techniques/Unmanned Aerial Vehicle (UAV)



Digital surveying uses data capture techniques to determine the terrestrial or three-dimensional positions of points, and the distances and angles between them. The use of mobile data capture techniques is creating significant benefits including improved accuracy, safety, and efficiency.

AECOM's Florida-based drone team uses drone technologies to enhance and reduce typically labor and time-intensive site condition assessment work. Using drones, we can more efficiently and safely understand site conditions. We can augment this process by having AECOM geomatics engineers place control points across a site with high contrast ground markers. Later, each ground marker can be identified in every photo that drones take and use software to position all photos in the correct geospatial position and to correct any geometric distortion that may have occurred without ground control. As well as minimizing disruption to operations, the use of drones reduces the need to place people in positions of risk, significantly improving site safety.

Algae Harvesting



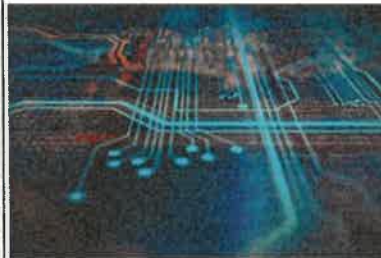
AECOM's research and development team sole focus is the development of innovative technologies that can make an impact to our environment. Our award-winning Algae Harvesting Hydronucleation Flotation Technology (HFT) for example, was initially pilot tested on Lake Bonnet back in 2017. AECOM selected the City of Lakeland as a partner for our early prototype testing because of the city's commitment to improving the ecological health and the need to restore Lake Bonnet. Our algae harvesting HFT is now being used across the nation to help restore nutrient impacted waterways and prevent Harmful Algal Bloom (HABs). The HFT physically removes the key nutrients that fuel HABs, along with the cyanotoxin microcystin if present and returns clean water to providing a cost effectively and environmentally friendly solutions to one of our nation's most complex and challenging environmental problems.

Virtual Meetings



As a response to a more "social media" centric world, in 2019, AECOM offered Virtual Rooms to a few of our clients upon demand. These "virtual rooms" were set up in a public meeting format at a dedicated Website where an Owner could share relevant information with the public and the public could peruse at their own leisure. With the COVID-19 pandemic, the use of these virtual rooms has skyrocketed. We have developed rooms for numerous clients across the United States and even used them as virtual booths for conferences. We can adapt these virtual rooms for workshops with internal and external stakeholders. For operations personnel, these virtual rooms will be a valuable tool as a means of previewing materials before workshops or quick references for presentation materials.

Digital Innovation (i.e., EQuIS™)



At AECOM, our digital transformation technologies automate environmental data capture and monitoring, and enrich it with stakeholder-friendly visualization, communication, and planning tools. We combine telemetry technologies, mobile field survey tools, and a powerful environmental data capture and management platform (EarthSoft's EQuIS™) to deliver efficient, cost-effective, and intelligent data capture, monitoring, and reporting to our clients.

PlanEngage

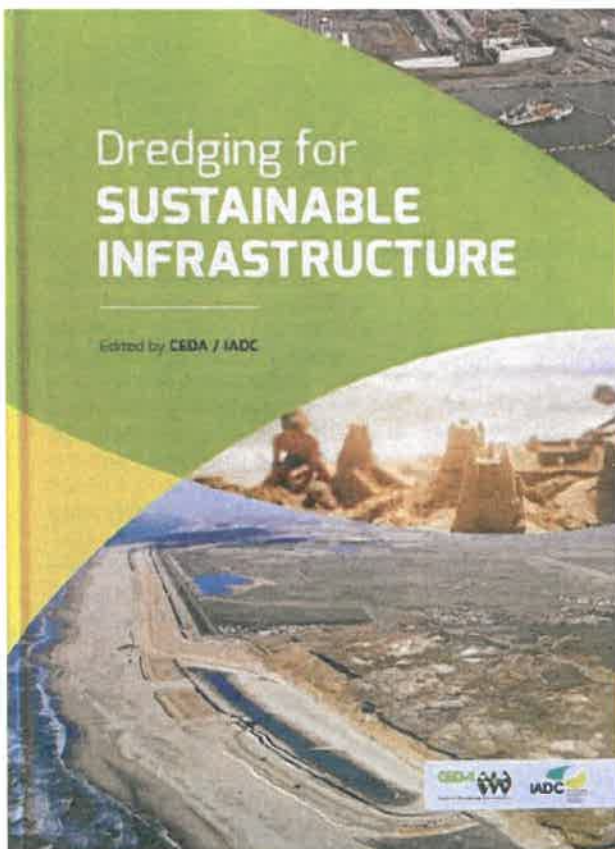


The AECOM PlanEngage platform streamlines environmental documentation and stakeholder engagement throughout the environmental assessment process by presenting highly technical information in a user-friendly on-line and interactive format. Designed to complement and streamline the traditional paper-based environmental planning process, the platform enables project teams to consolidate the many aspects of environmental studies including photos, visualizations, sound demonstrations, videos, models, and narrative into a single data platform. Through the platform, teams create the on-line experience, review the content and then publish the final document for stakeholders. It also enables stakeholders to provide feedback directly to project proponents who can track community sentiment throughout the project life cycle.

Geographic Information System (GIS)



Our GIS Team delivers a variety of industry-standard and custom GIS solutions to our clients. Their capabilities span all phases of the project life cycle, from user needs assessments and data collection to geospatial analysis, cartography, database design, and both web-based and desktop application development using industry leading GIS software and hardware technologies. We routinely develop web-based GIS content such as StoryMaps and Dashboards. We regularly use drone technologies to obtain real-time aerial data and imagery, especially in areas that are hazardous or inaccessible to human workers. We have the capability to harness the power of cutting-edge machine learn and AI using Power BI Dashboards to provide data analytics and visualization that facilitate solving complex geospatial challenges.



USACE's EWN® program will provide unique value in the development of sediment dredging and wetland design (Phase 2)

Other Available Resources

Engineering with Nature®

A unique capability provided by ERDC is the EWN® initiative developed by the USACE that will be incorporated into the engineering design process of the Lake Bonnet project. In 2010, the USACE developed a collaborative and sustainable approach for infrastructure development and environmental management known as EWN®. EWN® is the intentional

alignment of natural and engineering processes to efficiently and sustainably deliver economic, environmental, and social benefits through collaborative processes. Risks associated with Lake Bonnet sediment will be managed in a sustainable way, supported by solutions that beneficially integrate engineering and natural systems. The project team will take advantage of recent advances in the fields of engineering, environmental sciences, and landscape architecture to combine these fields of practice into a single collaborative and cost-effective approach for managing lake sediment, including sediment requiring special handling. Sustainable solutions are defined as achieving what are considered “triple-win outcomes” by systematically integrating social, environmental, and economic considerations into decision making and actions at every phase of the project. The result will be an innovative, nature-based, and resilient solution that is more socially acceptable, viable, equitable and, ultimately, more sustainable.

Consistent with many beneficial use projects conducted by the USACE, Lake Bonnet sediment and habitats will be evaluated for their beneficial use in aquatic, nearshore, wetland, upland environments, or in material production processes. We will follow a risk-based approach and prepare conceptual site models for each potential placement scenario. Once a placement and/or capping scenario is identified (e.g., aquatic placement for ecosystem restoration, upland placement for recreation and birdwatching), the potential exposures to the placed dredged material will be evaluated. Placement scenarios may involve evaluating potential adverse impacts to the environment, human health, or both.

There are multiple USACE projects related to beneficial use of dredged sediments that exemplify EWN® principles and practices that

have broad applicability in US waters, have been described, and are applicable to the Lake Bonnet project (Bridges et al., 2018; 2021). Principles of EWN® will be incorporated as early as practicable within the tiered risk based corrective action process that will provide the overarching framework for the project. Sediment within the dredge prism in Lake Bonnet not requiring special handling will be available for beneficial use. It has been our experience that sediment in eutrophic lentic systems needs to stay within the system, as systems starved of sediment are often less resilient, subject to greater potential for erosion of coastal features and habitat loss. This is advantageous to the project, as these sediments could be strategically placed within the bayou (over short distances) to realize enhanced environmental, social, and economic benefits. The project team will work with the client, stakeholders, and the public to develop such plans.

Climate Change (Resiliency)

AECOM is a national leader in flood hazard adaptation and resilience planning. Combined with our experience in stormwater modeling, design, and environmental permitting, this makes us an effective partner with the City for this flood hazard and debris mitigation project. Our scientists, planners, engineers, and modelers work together to understand the dynamics of complex flood challenges that are being exacerbated by extreme weather and future climate conditions. We also understand that flood hazards often disproportionately affect those less able to cope due to economic, health, or other issues. We have experience considering flood hazard project objectives through a social equity lens to guide prioritization of flood mitigation actions that emphasize social co-benefits.



2
Company Qualifications/
Project Experience

We are actively working with communities across Florida to develop innovative flood resilience solutions to address these challenges throughout the project life cycle, including planning, design, permitting, and implementation. For the City of Miami Beach, we are leading a sea level rise adaptation plan and an update of their stormwater master plan to understand compound flood risk under existing and future climate conditions. These parallel efforts have also been a source of consistent collaboration between City Departments regarding flood challenges, messaging to

the public, and developing comprehensive solutions across the City. For the City of Naples Climate Change Adaptation Plan, we are developing a framework to incorporate climate change considerations into existing and future infrastructure projects and policies that will protect public assets from future climate hazards. AECOM is a Strategy Partner for 100 Resilient Cities, including the Greater Miami & the Beaches Resilient305 Program, with priority actions centered around climate change, affordable housing, transportation, and land use. We are also leading the Military Installation

Resilience Review for the MacDill Air Force base to understand the nexus of resilience challenges inside and outside of the fence line and identify potential solutions that provide mutual benefit to MacDill's missions and its host community.

On these and similar projects, we work with stakeholders to couple local knowledge with regional and national expertise to develop relevant and effective solutions that provide long-term resilience considerations.

“...the dredging costs would have exceeded \$50 million....economically unfeasible....the innovative approach Dan Levy developed (innovative In-Lake Capping and Re-Contouring) for less than \$5 million....**BEST VALUE.**”

Comments from Roy Watson, Project Manager, Florida Fish and Wildlife Conservation Commission (FWC), Lake Marion Dredge Feasibility Study



Manor Mobile Home Park Flooding due to Overflowed Canal from Lake Bonnet in July 2017 (Source: Ernst Peters/The Ledger)

City of Lakeland and AECOM – a strong, established working relationship...

Through our history of working with the City, AECOM brings a comprehensive understanding of your goals and operations. We also offer a deep pool of qualified professionals, enabling us to deploy multi-disciplinary teams to deliver world-class environmental services locally.

We are proud to be ranked #1 on Fortune magazine's list of the World's Most Admired Companies in our industry for a third year.



AECOM ranked No. 1 in the industry for a third year

AECOM Delivering a better world

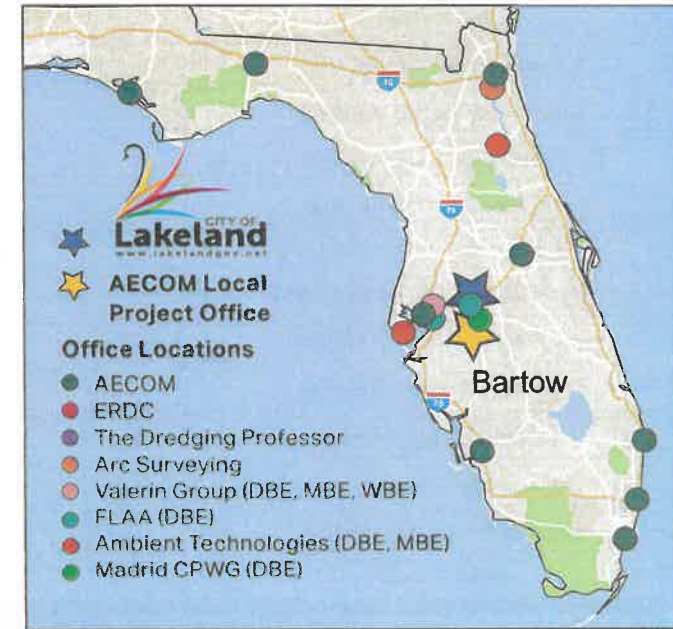
AECOM, the world's trusted infrastructure consulting firm, has achieved the #1 ranking on Fortune magazine's list of the World's Most Admired Companies in its industry for a third year. This is the ninth consecutive year that the Company has been recognized on the list.

2.1 AECOM Profile

AECOM Technical Services, Inc. (AECOM) is a nationwide provider of professional technical and management support services to a broad range of markets, including environmental, transportation, facilities, water, and energy.

AECOM launched 33 years ago when a handful of employees from design and engineering companies shared a dream of creating an industry-leading firm dedicated to making the world a better place. AECOM became an independent company formed by the merger of five entities. While our official founding was in 1990, many of our predecessor firms, such as Dames & Moore, Woodward Clyde, ENSR, Metcalf & Eddy, and Radian have distinguished histories. Since 1990, more than 50 companies have joined AECOM and, in 2007, we became a publicly traded company on the New York Stock Exchange. In 2014, we more than doubled our revenue and workforce with the acquisition of URS, which expanded our capabilities and solidified us as a premier, fully integrated infrastructure firm.

Today, with over 17,500 employees nationwide, we can serve the City with our diverse portfolio. As a large corporation with a network of offices and existing subcontract agreements in every state in the nation, we leverage our resources and capabilities to provide support in a way few other companies can. AECOM has 10 Florida offices, and the Lake Bonnet project will be managed out of our Bartow, Florida office, which



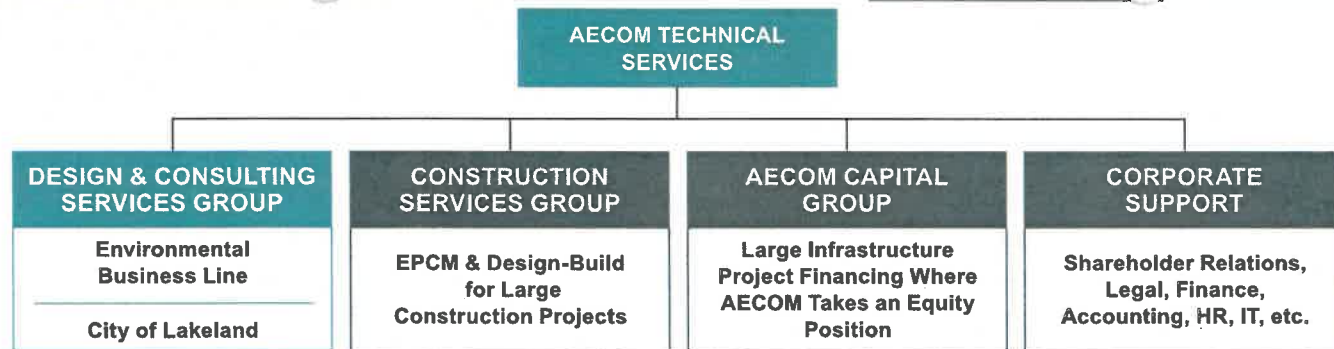
is less than 10 miles from Lake Bonnet. Our team is supported by seven subconsultants of which four are certified Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE) or Woman-Owned Small Business Enterprises (WBEs). AECOM offers a perspective gained from more than 60 years of environmental experience in Florida. The AECOM Team have more than 260 employees dedicated to environmental, water, construction manager services in 10 Florida office locations, and AECOM has over 550 environmental employees in the southeastern US.



The structure of AECOM strongly positions us to design, build, finance, and operate infrastructure assets for our clients around the world. The operations structure of AECOM is divided into four principal groups: Design and Consulting Services (DCS), Construction Services Group, AECOM Capital Group and Corporate Support Group.

The DCS includes technical services such as design, economics, engineering, environmental, planning, and program management, and is the group under which this contract will be completed. Our team is part of the Environmental Business Line in the Southern Region of AECOM.

The AECOM Team is comprised of experienced engineers, scientists, and professionals who work together to take a holistic view of the facility so that the systems and components are looked at critically to confirm performance and identify trends and potential issues before they arise.



2.2 List of Florida Clients Within Last 5 Years

AECOM has conducted 1000s of projects over the last five years for our Florida clients. Presented below is a table with the projects (with similar scope) that AECOM is currently working on or recently completed.



Governor DeSantis announcing CDBG-MIT award to the City of Lakeland

Client Name	Project Contract Name	Contract Dates
City of Lakeland, Florida	CDBG-MIT Grant Application – Lake Bonnet	2020 – 2021
Village of Key Biscayne, Florida	Stormwater Management Plan	August 2022 – June 2023
City of Miami	Wagner Creek Dredging	2017 – 2021
Escambia County, Florida	Bayou Chico Dredging	June 2019 – Ongoing
Polk County, Florida	Kissimmee River Watershed Assessment Model Study	October 2020 – June 2022
South Florida Water Management District	Environmental Risk Assessment Services	January 2022 – January 2025
Florida Fish and Wildlife Commission, Broward County, FL	New River Living Shoreline Feasibility Study	February 2019 – February 2020
Polk County, FL	Roads and Drainage General Engineering Contract	October 2022 – October 2027
Northwest Florida Water Management District	FDEP Innovation Grant – Lake Munson	June 2020 – January 2023
Northwest Florida Water Management District	USEPA Farmer to Farmer Grant	October 2021 – October 2024
Brevard County, FL	FDEP Innovation Grant – Indian River Lagoon	October 2022 – April 2024
St. Johns River Water Management District	FDEP Innovation Grant – Lake Jesup	July 2020 – January 2023
Southwest Florida Water Management District	General Engineering Contract	2020 – 2023
South Florida Water Management District	Stormwater Treatment Area 1 West Expansion #2, Palm Beach County, FL	2020 – 2022

2.3 AECOM's Years of Experience Providing Similar Services to Florida Governmental Agencies

AECOM has been providing feasibility studies, NEPA, dredging design, permitting, stormwater management, HUD grant management, and construction services for Florida Governmental Agencies since 1970. The map below highlights some of AECOM's Panhandle, Central and South Florida clients. We have worked with these clients on continuing services contracts, both currently and in the past. We have successfully maintained numerous consecutive continuing services contracts with many of our clients, which is a testament to our team's ability to deliver quality projects within time and budget requirements.

“On behalf of the District, I am pleased to report our full satisfaction with the successful implementation of this important research project....technical expertise provided significant value and we sincerely appreciate the professionalism and outstanding service from AECOM”

*Comments from
Gretchen Kelley, PE,
Project Manager,
SJRWMD, Lake Jesup
– FDEP Innovative
Technology Research
Grant, January 31, 2023*



-
1. Escambia County, NAS Pensacola, FEMA (Escambia County)
 2. FEMA (Walton County)
 3. FEMA (Holmes County)
 4. FEMA, FDOT District 3 (Leon County)
 5. FEMA (Jackson County)
 6. FEMA (Bay County)
 7. FEMA (Calhoun County)
 8. FEMA, Northwest Florida Water Management District (Gadsden County)
 9. FDEP (Leon County)
 10. FEMA (Wakulla County)
 11. FEMA (Jefferson County)
 12. FEMA (Madison County)
 13. FEMA (Hamilton County)
 14. FEMA, Suwannee River Water Management District (Suwannee County)
 15. FDEP, City of Jacksonville, FDOT District 2 (Duval County)
 16. FEMA (Bradford County)
 17. St. Johns County
 18. St. Johns River Water Management District (Putnam County)
 19. FEMA (Levy County)
 20. Southwest Florida Water Management District (Hernando County)
 21. Pasco County, Pasco County Metropolitan Planning Organization (MPO) (Pasco County)
 22. FDOT District 5, FDOT District 8, Orlando Utilities Commission, Iron Bridge Regional Water Reclamation Facility (Orange County)
 23. Seminole County
 24. Pinellas County, Raymond H. Neri Community Park, FWC, City of Clearwater, City of St. Petersburg, Agora Edge (Pinellas County)
 25. Hillsborough County, Hillsborough County MPO, Air Force Civil Engineering Center, MacDill AFB, City of Tampa, Tampa Electric Company, FDEP, FDOT District 7 (Hillsborough County)
 26. City of Lakeland, FDOT District 1, Polk County, USACE, FWC, City of Haines (Polk County)
 27. South Indian River County Water Control District (Indian River County)
 28. Sarasota County, Sarasota County Public Works (Sarasota County)
 29. Lee County, City of Cape Coral, City of Fort Myers (Lee County)
 30. Collier County, City of Naples, City of Marco Island (Collier County)
 31. Martin County
 32. Palm Beach County, Palm Beach County FD&O, South Florida Water Management District, City of West Palm Beach, Town of Lake Clarke Shores, City of Boynton Beach (Palm Beach County)
 33. FDOT District 4 (Broward County)
 34. Miami-Dade County, Miami-Dade WASD, Florida Gas & Transmission, City of Miami, City of Miami Beach, FDEP, FDOT District 6, Village of Key Biscayne (Miami-Dade County)
 35. NAS Key West, City of Key West (Monroe County)

2.4 Licenses, Certifications, and Polk County/City Authorizations

State of Florida Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F95000004014.

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 25, 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-fifth day of January, 2023



[Signature]
Secretary of State

Tracking Number: 9552465349CU

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

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

Licensee						
Name:	AECOM TECHNICAL SERVICES, INC.		License Number:	8115		
Rank:	Registry		License Expiration Date:			
Primary Status:	Current		Original License Date:	01/22/1999		
Related License Information						
License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
46656	Current, Active	CORNISH, KEVIN MICHAEL	Registry	01/29/2016	Professional Engineer	02/28/2025
41908	Current, Active	GARCIA, CARLOS	Registry		Professional Engineer	02/28/2025
57637	Current, Active	WITMEIER, BENJAMIN JOSEPH	Registry		Professional Engineer	02/28/2025

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM
 ACCOUNT NO. 201195 CLASS: B+ PAYMENT DUE BY: 09/30/2022

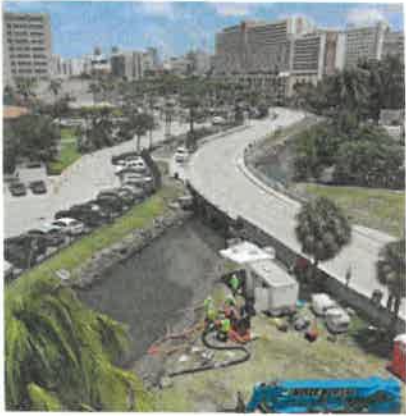
OWNER NAME	LOCATION
ROBERT JULIUS	212 E MAIN ST BARTOW
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
AECOM TECHNICAL SERVICES AECOM TECHNICAL SERVICES 212 E MAIN ST BARTOW, FL 33830	540190 PROFESSIONAL ENGINEER
SIGN HERE	AMOUNT DUE: 57.76
<small>SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION APPLICANT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT</small>	
PAID - 924075 09/12/2022 OPY	O.P. 57.75 AECOM TECHNICAL SERVICES

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
 ACCOUNT NO. 201195 CLASS: B+ EXPIRES: 09/30/2023

OWNER NAME	LOCATION
ROBERT JULIUS	212 E MAIN ST BARTOW
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
AECOM TECHNICAL SERVICES AECOM TECHNICAL SERVICES 212 E MAIN ST BARTOW, FL 33830	540190 PROFESSIONAL ENGINEER
PROFESSIONAL LICENSE (IF APPLICABLE)	
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION
PAID - 924075 09/12/2022 OPY	O.P. 57.75 AECOM TECHNICAL SERVICES

2.5 References

Wagner Creek Seybold Canal Restoration - Sediment Dredging and Remediation, Miami, Florida



CLIENT NAME

City of Miami Capital Improvements

ADDRESS

444 SW 2nd Ave.
8th Floor
Miami, FL 33130

CONTACT PERSON

Robert Fenton
rfenton@miamigov.com

YEAR COMPLETED

2021

ESTIMATE | ACTUAL TOTAL

COST PHASES 1, 2, & 3

\$23M | \$18.4M

ESTIMATE | ACTUAL TOTAL

COST PART 2- PHASES 2 & 3

\$6.7M | \$6.6M

TEAM MEMBERS

Dan Levy
Babu Madabhushi
Keith Stannard
Jenn King
Fernando Navarrete

AWARDS

2018 Western Dredging Association
(WEDA) Award for Environmental
Excellence
2018 FDEP Superior Excellence
Distinction

Funded by the City of Miami, the Florida Inland Navigation District, and the FDEP, and in partnership with the City's Capital Improvements Office, the Miami River Commission, the Nature Conservancy, and various civic organizations, the Team successfully and efficiently completed the restoration of the waterway on budget, on schedule, and in compliance with applicable permits.

Phase 1-Feasibility Study and Permitting:

City of Miami and AECOM conducted contamination assessment to evaluate the feasibility of dredging the arguably the most polluted water body in the State of Florida to address the decades long contamination concerns (dioxins) yet protecting the manatee habitat. AECOM's ability to work effectively with all the regulatory agencies and meet the rigorous compliance requirements allowed AECOM to obtain permits from FDEP, USACE, DERM and FWC within an unprecedented 90 days of contract award and prevented the city from forfeiting grant money.

The project team conducted a unified community outreach effort by working in close cooperation with the stakeholders. This cohesive effort successfully promoted a clear understanding of environmental issues associated with restoring the Wagner Creek, resulting in a functional waterway for the benefit of the community at large.

Phase 2-Innovative Design: AECOM Team developed an innovative dredging plan to remove and dispose over 40,000 cubic yards of contaminated sediments, including the appropriate handling of the dioxin impacted sediments, from a dense urban area of



"This \$18.4 million remediation project was of critical importance to the City of Miami and the SES/AECOM Team's ability to effectively work in this logistically challenged urban area and meet the demanding schedule was critical to the overall success of this project....innovative design, expedited permitting capabilities, use of specialty equipment and aqua dams keep the project on track....I sincerely appreciate the outstanding service that the SES/AECOM team provided"

Comments from Robert Fenton, City of Miami, Wagner Creek – Grant funded Sediment Dredging Project

Relevant Scope of Services

- Grant Funded Project
- Conducted FS
- Developed Innovative Design
- Obtained Permits in 90 Days
- Held Public Involvement Meetings
- Provided Construction Oversight
- Received 2 Dredging Awards
- Cleaned up one of Florida's most polluted waterways
- DBE Participation
- On-time and Under Budget

Miami. The AECOM's plan was developed based on the use of specialized dredge equipment built specifically for this project. Key advantages of the plan included ability to access the site and transfer material continuously and provide better and safer dredging activities (logistically challenged urban area).

Phase 3-Construction Management: The AECOM/Sevenson Environmental Services (SES) team successfully and efficiently completed the restoration of the waterway on budget, on schedule, and in compliance with applicable permits for this problem that had remained unresolvable for decades. Under our specialized manatee observer team's supervision, dredging was completed without a single manatee injury.

As these water bodies are tidally influenced, special equipment was used to handle the King Tides and several episodes of tidal variations.

Rebuild By Design Meadowlands (RBDM) Flood Protection | Bergen County, New Jersey

CLIENT NAME

New Jersey Department of Environmental Protection

ADDRESS

44 S. Clinton Ave, 3rd Floor
Mail Code 44-03A
Trenton, NJ 08625

CONTACT PERSON

Dennis Reinknecht, CPM
609.273.5719 (cell)
609.322.9566 (direct)
dennis.reinknecht@dep.nj.gov

YEAR

2015 – 2022

ESTIMATE | ACTUAL TOTAL

COST PHASES 1, 2 & 3
\$45M | \$45M

TEAM MEMBERS

Marisa Mason
Jen Warf
Paul Moulton

AECOM developed a suite of scalable flood management concepts to address a wide spectrum of risks through connected design, funding, and implementation strategies. The Project Area is vulnerable to both coastal and inland flooding and was devastated by Hurricane Sandy in 2016. The project is a comprehensive urban water management project designed to reduce the risk of coastal flooding from storm surges and/or systemic inland flooding from large rainfall events in the Project Area. The project area consists of all or portions of the Boroughs of Little Ferry, Moonachie, Carlstadt, and Teterboro, and the Township of South Hackensack, all in Bergen County, NJ. The Meadowlands Flood Protection Project was selected as a winning concept from that competition and was awarded \$150 million for design and implementation.

Phase 1-Feasibility Study and Permitting:

AECOM prepared an EIS for the New Jersey Department of Environmental Protection (NJDEP), which is the recipient of US Department of HUD CDBG-DR grant funding. AECOM's impact statement will guide the NJDEP in creating a flood protection solution that improves the area's resilience to extreme weather events, while improving public spaces. The team also continues to consult with both regulatory and public stakeholders to focus on the issues most relevant to the project area monthly; building trust and buy-in through continuous engagement.

Phase 2-Innovative Design: Given the complexity of combined flood risks from both stormwater and tidal surge, the approach to Meadowlands is inherently multidisciplinary in nature; requiring a fully integrated team of engineers, urban planners, landscape architects, ecologists, environmental scientists, and economists working in concert. The charge is to develop multi-benefit, integrated flood protection solutions which improve public spaces, reduce impacts to the natural environment, and improve future resilience for social, environmental, and economic systems. This technical assessment included coastal and fluvial modeling, geotechnical and structural engineering, flood damage assessors, landscape

Relevant Scope of Services

- Grant Funded Project
- Conducted FS
- Developed Innovative Design
- Flood Mitigation
- Obtained Permits
- Held Public Involvement Meetings
- Provided Construction Oversight
- On Budget

architecture and urban design, and site civil engineering working together to develop site-specific strategies for implementation across the 5,500-acre project area, provide conceptual cost opinions, evaluate potential hazardous waste toxic reduction (HWTR) sites, and align real estate requirements.

Phase 3-Construction Management: Once the NEPA and Feasibility processes are complete, AECOM will begin final design and development of construction documents and specifications leading to six individual bid packages. Further, the design team will observe construction progress throughout construction and commissioning of the Build Plan through 2022.



Texas GLO Flood Studies for Combined River Basins – West Region, 25 Counties Within Texas Nueces, San Antonio, Guadalupe, Lavaca, and Colorado River Basins, Texas

FLOOD STUDY REGIONS



AECOM was awarded a \$25M contract to provide planning implementation and data collection and analysis services to assist the General Land Office (GLO) in conducting planning studies to support areas impacted by Hurricane Harvey. The planning studies are intended to increase community disaster resilience and reduce the impact of future flood events. The goals of the study include:

Phase 1-Feasibility Study: AECOM was tasked with evaluating the flood risks to Texans within the study regions, empowering Texas residents with flood risk information and tools. The scope also included developing cost-effective mitigation strategies to further the resilience of our Texas communities and identify funding sources for future mitigation projects to support the state’s resilience and growth.

Since the start of the contract in 2020, AECOM has completed the first two of three phases, which required developing data collection and stakeholder engagement plans and providing review and technical assistance for regional and/or local jurisdictions’ mitigation or flood planning projects that have been fully developed and may meet the criteria for being eligible for various identified funding sources. In many cases, jurisdictions have applied for but not received funding or been awarded under the past funding cycle(s).

Phase 2-Design: This will include implementation of the developed data collection and stakeholder engagement plans and the development of a flood model development plan for upcoming hydrologic and hydraulic modeling. Future work orders will also include completion of mitigation alternatives analysis and development of recommendations for pursuit of additional grant funding for the design and construction of prioritized projects.

CLIENT NAME
Texas General Land Office

ADDRESS
1700 Congress Ave.
Austin, TX 78701

CONTACT PERSON
Shonda Mace
512.463.5370

shonda.mace.GLO@recovery.texas.gov

YEAR COMPLETED
2020 – 2021

ESTIMATE | ACTUAL TOTAL COST PHASE 1, 2 & 3
\$25M | \$25M

TEAM MEMBERS
Marisa Mason

Relevant Scope of Services

- Flood planning and flood risk analyses
- Diverse interest groups and stakeholders
- Consensus-building and conflict resolution among stakeholders
- Statutory and regulatory policies to facilitate floodplain management and flood mitigation
- Flood infrastructure financing analysis
- Flood mitigation strategies to address future needs



Stormwater Treatment Area 1 West Expansion #2 – Palm Beach County, Florida



CLIENT NAME

South Florida Water Management District

ADDRESS

3301 Gun Club Road
West Palm Beach, FL 33406

CONTACT PERSON

Alexis San Miguel, PE
Section Leader
asanmigu@sfwmd.gov

YEAR COMPLETED

Design: 2020
Construction: On-going

ESTIMATE | ACTUAL TOTAL COST PHASE 1

\$3,059,386 | \$3,150,502

ESTIMATE | ACTUAL TOTAL COST PHASE 2

\$7,197,377 | 7,248,927

ESTIMATE | ACTUAL TOTAL COST PHASE 3

213,777,429 | N/A

TEAM MEMBERS

Fernando Navarrete
Joe Ruperto
Paul Moulton
Bozho Handjiev, PE
Brian Boen
Bill Overbeek
Felipe Poletto
Dan Baker

This Everglades restoration project demonstrates AECOM’s ability to provide an experienced multi-disciplinary team for a large complex water resources restoration project.

STA-1W includes the original Stormwater Treatment Area (STA) 1 West and the two Expansion projects. The purpose of this project is to meet the Water Quality Based Effluent Limit (WQBEL) to achieve compliance with the State of Florida’s numeric phosphorus criterion.

Phase 1-Feasibility Study and Permitting:

Six STA configuration alternatives were modeled with a Mike 11 1D Model to identify the most effective cell configuration for the Expansion #2 STA. Based on the results, two alternatives were selected for further modeling with a 2D model. Interconnected Channel and Pond Routing (ICPR) 4 was used to select the preferred alternative. The AECOM team supported the permitting effort by the SFWMD providing the technical information to successfully obtain the permits and successfully obtaining agreements with the adjacent property owners along the 5.5-miles concrete lined canal (CLC).

Phase 2-Innovative Design: The project includes the following components: Over 5.5-miles of a CLC; over 9 miles of perimeter containment levees; 2 Miles of inflow and seepage canals, 2.5 miles of a discharge canal, two, 500 cubic feet per second (cfs) inflow pump stations (PSs); One - 625 cfs outflow PS; One 40 cfs seepage pump; Four 60” underground discharge pipes; One divide weir; 5 Inflow and 6 outflow remotely operated water control structures. The PSs have a combination of two electric and two diesel driven 125 cfs pumps for both the Inflow PSs (500cfs) and 2 electric and 3 diesel driven 125 cfs pumps for the Outflow PS (625 cfs). Each PS included an emergency generator to run one of the electric driven pumps and the diesel auxiliaries allowing for operation of all but one electric pump at each PS.

Two challenges that sparked innovative solutions were: The space limitation for the construction of the 5.5-mile canal and therefore, the stability and constructability of the levee were carefully analyzed. In addition, based on

Relevant Scope of Services

- Conducted Feasibility Study
- Developed Innovative Design
- Obtained Environmental Permits
- Held Public Involvement Meetings
- Developed Construction Plans and Specifications
- Provided Construction Oversight
- Provided an integral step in environmental mitigation of the Florida Everglades

1D modeling results it was decided to line the canal with concrete to reduce the Manning’s “n” value to maximize flows conveyed through the canal; 500 cfs with lining vs 250 cfs without. The second challenge was that water for Expansion #2 needs to be from STA 1W and not from Expansion #1, which necessitated the newly proposed North Inflow PS discharge to cross an existing 500 ft-wide discharge canal for the existing Expansion #1 project with associated levees. This was solved with the design of four 60” underground spiral welded steel pipes to carry the PS discharge beneath the existing canal to the CLC.

Phase 3-Construction Management: For construction, the project was divided in four separate design packages to expedite the construction schedule: Underground Pipes, STA, Inflow PSs, and Outflow PS. The division into four packages allowed the SFWMD to commence construction of the Underground Pipes while the design for the other packages was completed. The construction project for the underground pipes was successfully completed in December of 2020. AECOM is currently providing the Engineering During Construction (EDC) services for the successful construction of the STA and Pump Station packages.





3

**Experience as a DBE/
WBE/SBE Certified
Firm or Working with
Certified Firms**

Hudson River Contaminated Sediments Management, Rensselaer, New York



CLIENT NAME
BASF Corporation

ADDRESS
100 Park Avenue
Florham Park, NJ 07932

CONTACT PERSON
Douglas Reid-Green
908.507.8820
douglas.reid-green@basf.com

YEAR COMPLETED
2023

ACTUAL TOTAL COST PHASES
1, 2 & 3
\$44.9M | \$44.9M

TEAM MEMBERS
John Bleiler
Ravi Damera
Brian Mastin
Kris Carbonneau



More than a decade ago, BASF Corporation challenged our team to develop a sustainable solution to address Hudson River sediment concerns at this site by focusing on 3 key elements: 1) Elimination of risk to human and ecological receptors; 2) Providing for ongoing improvement of conditions in the river; 3) Returning value to the river, community, and its ecology. Our team was encouraged to integrate this remedial effort into broader goals for revitalization of this impaired property, and to develop a model that could be applied elsewhere.

Phase 1-Feasibility Study and Permitting:

AECOM conducted environmental and engineering studies to evaluate the feasibility of 7 different restoration alternatives to address impacted sediments adjacent to this former industrial facility. The alternatives analysis focused on dredging, capping, and ecological restoration of this tidal estuarine habitat. The team prepared local, state, and federal permit applications for mechanical dredging, cover system installation, and ecological mitigation. This project involved extensive coordination with regulators and trustees regarding rare and endangered species in the river, seasonal work windows, and ecological restoration. AECOM participated in numerous regulatory negotiation sessions, public meetings, and stakeholder engagement forums.

Phase 2-Innovative Design: AECOM was responsible for remedial and restoration design. The program included delivery of a fast-tracked remedial design (up to 10 ft of dredging, backfill, cover system installation) in an area with sensitive ecological receptors, including 2 federally endangered species. Our design considered seasonal work windows, design of dredge templates as well as sediment and water (ex situ) management areas.

Phase 3-Construction Management: The remedial program included dredging of 40,000 CY of polychlorinated biphenyls (PCBs) and volatile organic compounds (VOCs) impacted sediment. Construction management commenced in 2018 and continued through 2023 (including post closure monitoring). Remediation

Relevant Scope of Services

- Prepared FS
- Innovative Design
- Environmental Permits
- Wetlands, floodplain, and SAV Restoration
- Public Engagement
- Construction Oversight
- Sustainable Environmental Construction Award
- Engineering with Nature
- WBE Participation
- On-time/under budget delivery

involved extensive upland site preparation activities and marine construction, including replacement of steel bulkhead, dredging, capping, in situ and ex situ management of sediment. AECOM's work included installation, monitoring and maintenance of air, water, and wastewater monitoring technologies, overseeing mechanical dredging and capping, use of temporary and permanent sheeting and other environmental controls to address work windows and bulkhead stabilization, odor management, monitoring for rare and endangered sturgeon via a variety of innovative technologies, use of sheeting to address work windows and bulkhead stabilization, extensive ex situ sediment and water management, and implementation of a complex ecological restoration program.

This project won the 2021 WEDA Award for Environmental Excellence.

“The project involves complex sediment remediation investigative, design, permitting, dredging, dewatering, transportation and disposal, treatment and ecological restoration work and AECOM has performed exceptionally in all categories. They have continuously worked to seek out cost saving and time saving options, and as a result this dredging project will be completed well under budget.”

Comments from BASF PM

3.1 AECOM’s DBE/WBE/MBE Certification

AECOM is not a registered DBE, WBE or MBE.

3.2 Intent to Subcontract with Certified Subconsultants

It is AECOM’s ongoing practice to identify and provide maximum practicable opportunities for MBE, DBE, Veteran-owned small business concerns, service-disabled veteran-owned small business concerns, Historically Underutilized Business Zone (HUB Zone) small business concerns, small-disadvantaged business concerns and WBE.

AECOM understands that public outreach is a beneficial and vital component of this project. AECOM is teaming up with Valerin Group, Inc. (DBE, MBE, WBE), an award-winning Public Engagement and Outreach firm. Valerin has local presence and will engage and inform the community provides a voice for the community.

To provide turnkey right of way and other real estate acquisition services, AECOM will collaborate with a DBE, Florida Acquisition & Appraisal, Inc (FLAA), who have been providing these services in Central Florida since 1995. FLAA has been providing private and public sector acquisition of real property in accordance with Chapters 73, 74, 253 and 337 Florida Statutes, Chapter 14-75, Florida Administrative Code, Uniform Relocation and Real Property Acquisition Act of 1970.

To assist with geotechnical exploration, Madrid CPWG (DBE) will join AECOM. Madrid has the resources to be a full-service geotechnical provider, including an in-house drilling fleet for field investigations, soils, and materials laboratories for testing.

Our geophysical exploration subconsultant, Ambient Technologies, Inc. (ATI), an MBE, DBE, and SBE, has more than 25 years of experience in drilling that includes geotechnical drilling and geological studies.

Past Experience Subcontracting to Certified Subconsultants

AECOM has been working on Miami-Dade Department of Regulatory and Economic Resources, DERM, Florida Department of Transportation (FDOT), and Florida Turnpike contracts since late 1980s. The successful

execution of these contracts was a result of efficient collaboration with numerous DBE/ MBE/WBE subconsultants. Most of the subconsultants that are part of the current solicitation have worked with AECOM on several other projects.

Our subcontractors (listed below) offer a strong relationship with AECOM and DBE/MBE/ WBE certification, experience in their field, and proximity to City. We know that collaboration is the key to the greatest success as we strive, collectively, to meet City’s needs.

Subcontractor Name (DBE/MBE/WBE) Location	Contribution Relationship with AECOM
 Valerin (DBE/MBE/WBE) Lakeland, FL	Public Outreach and Involvement 15 years
 Madrid CPWG (DBE) Lakeland, FL	Geotechnical Services 25 years
 Florida Acquisition & Appraisal, Inc. (DBE) Lakeland, FL	Real Estate Acquisition Services 15+ years
 Ambient Technologies, Inc. (DBE/MBE) St. Petersburg, FL	Environmental Drilling Services 8 years
 Arc Surveying & Mapping, Inc. Jacksonville, FL	Bathymetric and Topographic Surveys 20 years
 Pace Analytical Ormond Beach, FL	Analytical Laboratory Services 20 years
 The Dredging Professional Marion, MS	Dredging Design 10 years under previous company
 ERDC Vicksburg, MS	Sediment Treatability Testing and Engineering with Nature® 8 years

Successful Measures with Certified Firms on Previous Projects

We have developed and maintain a multifaceted program to improve the capabilities of our DBE/WBE/MBE subconsultants, and to identify and foster relationships with new DBE/WBE/MBE. Our program includes the following:

Outreach and Educational Workshops. These events broaden the base of currently certified firms and identify potential new firms. Using workshops, pre-bid meetings and educational seminars, we maximize opportunities for local small and M/WBE firms. We have had great success with this during DERM and FDOT contracts.

Mentoring. AECOM has a long, successful history of mentoring up-and-coming DBE/MBE firms through formal mentor-protégé relationships. We work closely with our protégé firms to assist with their growth and development, including technical, operations and business expertise. This investment is a win-win for both parties, and for our clients. Our protégés grow their businesses while giving AECOM and the client more capable, proven partners upon whom we can depend

As inclusion programs have become more prominent in recent years, AECOM is going several steps beyond just inclusion: at issue is the challenge of “doing things right.”

AECOM has demonstrated its commitment to supporting local, Section 3 residents and companies, and minority and women (M/WBE) owned businesses on large scale projects such as the New York State Governor’s Office of Storm Recovery, the State of Louisiana, and the U.S. Virgin Islands.

Low to Moderate Income (Section 3) Individuals and Businesses

AECOM goals mirror the specific Section 3 policies for projects that we have recognized as qualifying under HUD Guidance. AECOM

will, to the “greatest extent feasible,” meet the Section 3 policies of its clients and/or HUD. The term “greatest extent feasible” means that AECOM will make substantial efforts to comply with the regulatory requirements of Section 3, including posting available positions to pertinent websites and job boards designed to increase awareness among Section 3 eligible individuals. AECOM has identified specific efforts that it will take to increase the ability of Section 3 workers eligible to benefit from federally funded projects or housing developments.

AECOM will use a variety of methods to meet the greatest extent feasible standards for meeting the goals of Section 3. Depending on the circumstances, AECOM will use some or all of the following to achieve Section 3 compliance:

1. AECOM has designated our Regulatory Compliance Manager as the Section 3 Point of Contact, with support from the Section 3 Coordinator, and our Human Resource (HR) Manager in the Puerto Rico office.
2. Provide a copy of this Guidance and the funding entity’s Section 3 Policy and discuss the importance of compliance at pre-award conferences for subcontractors.
3. Require that contracts with vendors supplying labor should:
 - Acknowledge in writing that they have read and understand AECOM’s, the City’s, and Florida DEO Section 3 policies.
 - Include language requiring compliance with Section 3 for subcontractors
4. Include required reporting on Section 3 by vendors and subcontractors.
5. Have internal designee participate in Section 3 training sessions, if available, at least annually, for the duration of the project.
6. Post information at libraries about potential opportunities for Section 3 individuals and Business Concerns.



Project Name	Outreach Program	Participation
Superstorm Sandy	<ul style="list-style-type: none"> • Focused outreach to section 3 residents and MBEs/WBEs • Mentorship program for emerging Section 3 companies • Verified “best efforts” documentation • Quarterly mandatory training sessions • Regimented outreach logging with verified contact logs • 3rd party verification of communication logs • Paid training programs to Section 3 residents • Placement assistance with consulting construction firms • Use of Section 3 performance metrics as a graded selection criterion for both consulting and construction firms 	<p>Consulting firms: 35%+</p> <p>Construction firms: 30%+</p>
Hurricane’s Irma and Maria	<ul style="list-style-type: none"> • Verified outreach to local Section 3 residents and firms • Training program for local Section 3 residents • Meet and greet sessions with construction firms • Verified communications logs and “best efforts” communications • Unified contact list for local Section 3 residents and firms • Section 3 program compliance manager • Training for local firms to register as Section 3 companies 	<p>Consulting firms: 25%+</p> <p>Construction firms: 50%+</p>



4

Project Team, Experience & Team Organizational Chart



7. In procurement documents or notices to bid where applicable, AECOM will provide notice that preferences will be given to vendors/subcontractors that commit to Section 3 goals or have a demonstrated history of successful Section 3 programs.
8. While companies that are certified Section 3 will be given consideration, the most local Section 3 certified companies where the project is being developed will be given priority.

Utilizing Affirmative Action Steps

Walking the Talk of Diversity, Equity & Inclusion.

AECOM will promote subcontracting with qualified disadvantaged, minority-owned, women-owned and veteran-owned businesses. As put forth in 2 CFR § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, AECOM will take steps to encourage the participation of such businesses from planning and solicitation through sub-contracting. The AECOM team will provide a Policy and Procedure consistent with Florida and Federal law to provide good faith effort to obtain the Minority-and Women-Owned Business Inclusion goal set forth in state and federal standards.

In support of the goals of many public agencies at the municipal, state, and federal level to promote full and equal business opportunities for all businesses, AECOM is committed to promoting business opportunities for Small, Minority, Women-owned, Disadvantaged Business Enterprises (S,M,W,DBE), and Service-Disabled Veteran-Owned Business Enterprise (SDVOB) by means of an effective policy. Our process includes:

1. Review Solicitation specifications to identify project-specific Section 3 and DBE goals and requirements.
2. Identify capable and qualified DBE firms for subcontracting opportunities.

3. Evaluation of each new contract, work order, task order and scope commitment to see if a DBE qualifying firm can execute the work.
4. Vet potential DBE vendors to identify that the firm has the capacity to perform contract requirements.
5. Use a State or Federal directory to verify that each DBE subcontractor selected and listed in a Utilization Plan is certified as a DBE to perform the type of work specified under the Solicitation. Many Local, State and Federal government agencies will provide a link to their approved/sponsored DBE program directory within the solicitation.
6. Develop subcontracting Utilization Plan and program narratives to highlight compliance with the DBE program and overall program success.
7. Documenting Good Faith Efforts: A contractor or vendor's efforts to achieve a DBE goal by its scope, intensity, and appropriateness to the objective can reasonably be expected to fulfill the program requirement. Some examples of good faith efforts that may be undertaken:
 - Use general circulation, trade association, and DBE oriented publications to solicit certified firms for the purposes of complying with participation goals.
 - Develop a list identifying the date(s) that solicitations were published in the above listed publications.
 - Develop and maintain a list of certified DBEs appearing in the Directory of Certified Firms that were solicited for purposes of complying with your participation goals.
 - Maintain copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations made to certified DBE firms and related responses



- Maintain copies of responses made by certified DBEs to your solicitations.
- If advised, contact the local, state, and federal DBE business assistance office and/or client's Office of Business Diversity and Civil Rights to obtain assistance in the recruitment and placement of DBEs.

4.1 Firm Experience

AECOM understands the importance of developing solutions and methodology for project specific challenges and needs. With the experience shown below, AECOM is well capable of developing the necessary methods and solutions required to complete the Lake Bonnet project successfully and safely. AECOM has assembled a team of experts in their respective fields to accomplish the complex scope of this project. In this section, we will provide a summary of AECOM Team's leaders and their unique experience working on projects that have similar scope. Our PM, Fernando Navarrete has more than 29 years of experience with stormwater management, surface water restoration, environmental assessments and feasibility studies as well as construction management. Kelley Samuels and Laura Cherney have more than 25 years of extensive experience with marine and terrestrial wetland ecology, compliance with the NEPA, and environmental resource permitting on projects ranging from large-scale transportation projects to habitat restoration projects. They have in-depth knowledge of federal, state, and local environmental laws and federal regulations. Our Grant Compliance Specialist, Marisa has more than 17 years of experience spanning across all levels of government; whether working for or alongside the HUD, FEMA, state and city grantees, local jurisdictions, or rural communities. Dr. Mastin, our Dredge Design Specialist, has more than 27 years of experience in remediation and rehabilitation, turnkey environmental dredging and dewatering, and water and wastewater treatment. Carolyn, our construction lead, has 20 years of experience managing design-build and construction management at risk projects

throughout the Southeast U.S. Her expertise with the coordination between design and construction and a focus on encouraging best management practices in construction, she provides a "contractor perspective" during project designs and offers constructability and value engineering expertise. Our Public Engagement Lead, Jenn worked on a wide variety of controversial and complex environmental projects. She was instrumental in public outreach of our award-winning Wagner Creek and Seybold Canal Restoration Project, City of Miami.

Programmatic and Project Oversight for Lake and Wetland Assessment and Restoration Projects

The AECOM team has more than 50 years of lake and wetland restoration and compliance experience in Florida. We have been at the forefront of design and permitting innovative projects dealing with stormwater treatment areas (STAs), sediment dredging, treatment wetlands and alternative disposal techniques. As a part of Teague Hammock Wetland Restoration (St. Lucie County, Florida) project, AECOM restored hydrology as close as possible to 1944 pre-drained conditions, with no adverse impacts to off-site properties, and support native wetland plant species. The selected alternative included two new water control structures, improvement of existing levees and roads, and installation of low water crossings and culverts. In addition to the design drawings and specifications, AECOM was also in charge of the permitting for the project and successfully obtained the requisite permits.

For Becker Preserve Restoration, FWC, St. Lucie County, Florida, a 13-acre parcel of land located on Ten Mile Creek in the heart of St.

Lucie County, adjacent to Ten Mile Creek at 3398 Selvitz Road within the city limits of Fort Pierce, the historical flow of Ten Mile Creek was altered in the early 1920s by dredging and channelizing the creek. AECOM, worked with FWC and St. Lucie County to excavate and remove the Oxbow Plug and the dredging of the old oxbow to restore natural creek flows. AECOM completed the design drawings, specifications, and cost estimate for the project and successfully obtained the requisite FDEP/SFWMD and USACE permits for plug removal and the oxbow dredging. AECOM also completed Lake Trafford Restoration, USACE Critical Project, Collier County, Florida. AECOM was engaged by SFWMD to provide design drawings and specifications for dredging for this project. The 1,500-acre lake was becoming filled with muck sediments, which varied in thickness from 1 to 3 feet. AECOM performed undisturbed sampling of the lake's water, muck, and lakebed sediments to characterize muck thicknesses and elevations across the lake. Lakebed and muck elevations were contoured, and a dredging plan and sections were developed for about 1,000 acres of the site.

AECOM's scope of services included the detailed design of a 500-acre Contained Disposal Facility for the dredge spoil storage and containment. AECOM provided detailed geotechnical stability and seepage analyses for the containment embankments in conjunction with the sizing design of the cells.

AECOM subsequently provided construction-phase services, including submittal reviews, bi-weekly progress meeting attendance, water quality monitoring and evaluation, monthly progress reporting, and interaction with regulatory agencies and stakeholder meetings.

Proven Project and Program Management Skills & Technical Competence in all Phases of the Project

AECOM has extensive experience in complying with federal environmental assessments per NEPA requirements and 24 CFR Part 58 and have conducted over 22,000 ERRs. We understand the need to expedite Phases 1, 2 and 3 of this project to meet the CDBG-MIT schedule. With our experience with large dredging, sediment handling along with flood mitigation, knowledge and unmatched resources, we will be able to provide rapid turnaround times, fast track each phase of this project and prevent issues that could potentially delay the project.

AECOM is adeptly suited to support this project. With our deep bench of qualified staff throughout Central Florida, we have the resources to support this project for the City. Fernando will bring over 17 years of experience working as the project manager for various water resources projects, including stormwater management, engineering and design, surface water restoration, environmental assessments and feasibility studies, hydraulic and hydrologic modeling, groundwater modeling and monitoring, stormwater management and complete design of complex large water resource projects throughout Florida. He has led the effort for several restoration projects for the SFWMD and FWC among other clients. He has demonstrated his ability to be responsive, committed, and focused on his client's needs, goals, and visions. Fernando has extensive experience in design and construction services, and coordinating technical advisory teams dedicated to project quality.

Successful project management will need a team who is experienced with these types of projects and a leadership team who has a proven track record of managing these types

of flood control and water resources restoration projects. The AECOM team identified in this proposal includes a diverse set of resources experienced in providing comprehensive multi-disciplinary professional services in line with the project needs.

Due to funding requirements and expenditure timelines, it is necessary to monitor the program activities, establish strict timeframes for program execution and expenditure rates, and maintain an accurate budget. In addition, it is equally important to periodically update budget projections to guide program expenditures related to program delivery, track administrative dollars to validate that federally established thresholds are not exceeded.

AECOM will instill a system that demonstrates to HUD that the grantee's program has the capability to perform quickly and efficiently. AECOM will maintain compliance with HUD CDBG-MIT requirements while maximizing the benefit of available grant funding and minimizing the potential for repayment of federal funds due to non-compliance.

Expert Knowledge and Work with State and Federal Grant Projects & Programs

AECOM has unmatched experience providing federal grants management and compliance support – delivering comprehensive services that maximize funding dollars and drive

down audit risks from day one. AECOM is a key incident and disaster management partner to U.S. government agencies like the Environmental Protection Agency (EPA), Department of Health and Human Services (HHS), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), the U.S. Agency for International Development (USAID), Department of Defense (DoD), Department of Housing and Urban Development (HUD), Federal Highway Administration (FHWA), the U.S. Postal Service, and the Department of Transportation as well as a substantial portfolio of state, tribal, territory, and local governments.

The AECOM Team's proven Approach and Methodology has been developed and further refined through the successful delivery of CDBG funded disaster recovery programs dating back to 2006. We offer an effective, yet balanced approach which leverages the tools, best practices, and innovations developed that have been proven successful on some of the largest Disaster Recovery programs supported to date. The AECOM Team is proud of our approach which we feel will provide significant value to the City as you look to successfully implement this program. Most importantly, we understand that in order to be most effective, the plan will need to be carefully tailored to successfully meet your goals, schedule and budget.

Detroit American Rescue Plan Act (ARPA) Strategy, Program and Grants Management \$826M ARPA + \$700M Leverage Target



USVI Emergency Repairs Prime Program/ Construction Negotiated, Managed, and Delivered \$650M in FEMA/HUD and CDBG-DR



Passaic Valley Sewerage Commission Negotiated and Closed ~\$1B in FEMA Funded Sandy Recovery Work



CO DOT Flood Recovery Program/Grants Management Negotiated and Monitored \$750M in FHWA and FEMA Funding



Schedule

Under each of the HUD funded projects, AECOM has developed realistic schedules for completion of large-scale projects and their associated tasks based on HUD's strict timeframes for the implementation and completion of CDBG projects. We will prepare an overall project schedule at the start of the project and incorporate specific work order schedules into the overall schedule as they are assigned. To mitigate for project delays, our schedulers work with technical leads to identify potential schedule issues and integrate mitigation plans whenever practicable.

Compliance

HUD's CDBG Guidebook for States says that "monitoring is the primary tool that CDBG grantees use to verify that CDBG projects are being carried out in accordance with program requirements. Monitoring is a review of program or project performance and compliance."

Further, the guidebook states that good practice suggests that an entity receiving CDBG funds for an eligible project should be monitored to confirm compliance with applicable program requirements. The three primary goals of monitoring are to:

- Verify production and accountability
- Confirm compliance with CDBG and other federal requirements
- Evaluate organizational and project performance

The Compliance team will focus on a number of vital components in order to provide the environment needed to avoid fraud and/or disallowed costs. We will focus heavily on program policy and process compliance and will be an independent, risk control function to deter fraud, waste, and abuse while supporting operational efforts. The experience of the group is rooted in disaster recovery process design,

data collection, and analysis, investigations, monitoring, auditing, and reporting. Various efforts of the group include locating and confirming program eligibility information, conducting interviews, analyzing large data populations for outliers, and applying strict interpretation of program policy to make recommendations for quality and consistency.

HUD/CDBG-MIT Prior Engagements

Our Grant Compliance led by Marisa has experience spanning across all levels of government; whether working for or alongside the HUD CDBG-MIT, FEMA, state and city grantees, local jurisdictions, or rural communities. Driving community recovery through disaster related programs has given our team the ability to understand the needs of complex projects at various levels and push them forward to success.



- **GLO:** Flood Studies Phase 1 and 2 (2020 - 2022)
- **GLO:** Housing Assistance Program Operations, Hurricane Harvey (2018-2024)
- **GLO:** Monitoring and Oversight of CDBG Grants (2018-2019)
- **New Jersey:** Rebuild by Design (2019-2022)
- **Puerto Rico:** Intake and Case Management, Hurricane Maria (2019-2022)
- **North Carolina:** Construction Management, Hurricane Florence (2019-2022)



- **North Carolina:** Infrastructure Resilient Redevelopment Plans, Hurricane Matthew (2017-2019)
- **GLO:** Housing Assistance Program (2018)
- **GLO:** Housing Assistance Programs post-Ike for Southeast Texas Planning Commission
- **North Carolina:** Intake and Case Management post-Matthew (2017)
- **Louisiana:** Louisiana Watershed Initiative, Hurricane Katrina Housing Recovery (2007-2016)
- **Louisiana:** Restore Louisiana Flood Recovery (2016)



- **New York City:** Build it Back Case Management and Construction (ended 2017)
- **San Marcos, Texas:** Action Plan, Needs Assessment, and Infrastructure Feasibility Study (2016)
- **South Carolina:** Great Flood Rehabilitation and Construction Management (2016)
- **Bastrop County, Texas:** Wildfire Recovery
- **Mississippi:** Hurricane Katrina Environmental Compliance

The AECOM Team has managed:

- \$10B in disaster recovery programs in past 10 years
- 65,000+ damage assessments
- 5,700+ for the Hurricane Katrina CDBG program
- 14,000+ environmental review records

2017-2019

North Carolina: Infrastructure Resilient Redevelopment Plans, Hurricane Matthew

2017

Hurricanes Harvey, Maria & Irene

2016

Louisiana: Flooding, Hurricanes, Joaquin and Patricia

2018-2024

GLO: Housing Assistance Program Operations, Hurricane Harvey

2018-2019

GLO: Monitoring and Oversight of CDBG Grants

2019-2022

North Carolina: Construction Management, Hurricane Florence

2019-2022

Puerto Rico: Intake and Case Management, Hurricane Maria

2019-2022

New Jersey: Rebuild by Design

2020-2022

GLO: Flood Studies Phase 1 and 2

2006-2007

Hurricanes Katrina, Rita and Wilma

2008-2009

Hurricanes Ike, Gustav and Dolly; Midwest Flooding Supplemental to LA Homeowner Assistance

2010-2011

Tennessee, Kentucky, Mississippi Severe Flooding

2011-2012

Flooding in Southern States

2013-2015

Hurricane Sandy








CDBG Construction Management



Hurricane Sandy Recovery, NYC Department of Design and Construction	Hurricane Ike Recovery, SE Texas Planning Commission under the Texas GLO	Hurricane Ike Recovery, City of Galveston under the Texas GLO	Hurricane Ike Recovery Lower Rio Grande Valley Development Council under the Texas GLO	Bastrop County, Texas Wildfire Recovery under the Texas GLO
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Company	AECOM	AECOM	AECOM	AECOM	AECOM
Services	Management of elevation, rehabilitation, and reconstruction	Construction management, environmental/inspection services, and construction planning	Construction management, environmental/inspection services, and construction planning	Construction management, environmental/inspection services, and construction planning	Construction management, design, and environmental services
Yrs in Business	30	30	30	30	30
Yrs in Similar Program	12	12	12	12	12
\$ Total Program	\$523M	\$196M	\$236M	\$121M	\$24M
Total \$ of Homes	1,420	1,400	1,100	950	30
Average Time	40	60	74	120 days due to historical requirements	45 days







CDBG Programs					
	Hurricane Matthew Recovery, North Carolina Emergency Management	Hurricane Sandy Recovery, NJDEP	Hurricane Sandy Recovery, Dormitory Authority of the State of New York	Major Storms and Flooding of 2015 City of San Marcos, Texas	Hurricane Katrina Recovery, Mississippi Development Authority
Company	AECOM	AECOM	AECOM	AECOM	AECOM
Services	Intake/eligibility and development of resilient redevelopment plans for 25 counties	Environmental reviews and inspections	Inspection services, Asbestos Containing Materials/Lead Based Paint (ACM/LBP) surveys (5,500+), overall field team management, environmental investigation (700)	Damage assessments, development of needs, assessment and action plan, public outreach and representation, case management	Environmental compliance services, including LBP surveys, Tier 1 and Tier 2 environmental review records and LBP surveys
Yrs in Business	30	30	30	30	30
Yrs in Similar Program	12	12	12	12	12
\$ Total Program	\$236M	\$2.7B	\$200M	\$34M	\$5.4B
Total \$ of Homes	700 to date	7,200+	3,100+	Estimated 100 at program completion	5,700+

NEPA Experience Within the Past 5 Years

AECOM has a proven track record of providing NEPA and related services to various federal, state, and municipal clients in support of thousands of projects nationwide. AECOM has prepared a wide variety of environmental documents (Categorical Exclusion, EA, EIS) for master plans, disaster response and recovery, transportation, and utility improvements. Our NEPA documents are technically solid, legally sufficient, and written in a clear style accessible to non-specialists.

We provide the full range of services and environmental analyses needed to support NEPA compliance. Our NEPA Specialists draw on the expertise of our biologists, geologists, air and noise specialists, engineers, planners, architects, architectural historians, archeologist, economists, GIS specialists, and community relations specialists.

Thanks to the wide range of environmental and engineering services offered by AECOM, we are in a unique position to fully integrate environmental considerations with the other aspects of planning and design. For this project we expect that an EIS will not be needed and that we will be able to complete the NEPA assessment with an EA/FONSI.

Client Name	Project Name
 State of New Jersey	EIS for RBD Meadowlands and Hudson River 2015 – 2022
 National Park Service, Big Cypress National Preserve	EIS for Backcountry Access Plan/Off-Road Vehicle Management Plan 2014 – 2022
 Pinellas County	EA for Dunedin Causeway Bridges 2014 – 2020
 US Coast Guard	EA for Proposed Dredge Activities in Anne Arundel County, MD Ongoing
 US Coast Guard	EA for Hurricane Rebuild Project at the Base in San Juan, Puerto Rico 2021
 US Air Force	EA for Hurricane Recovery and Installation Development at Tyndall Air Force Base, Florida 2020

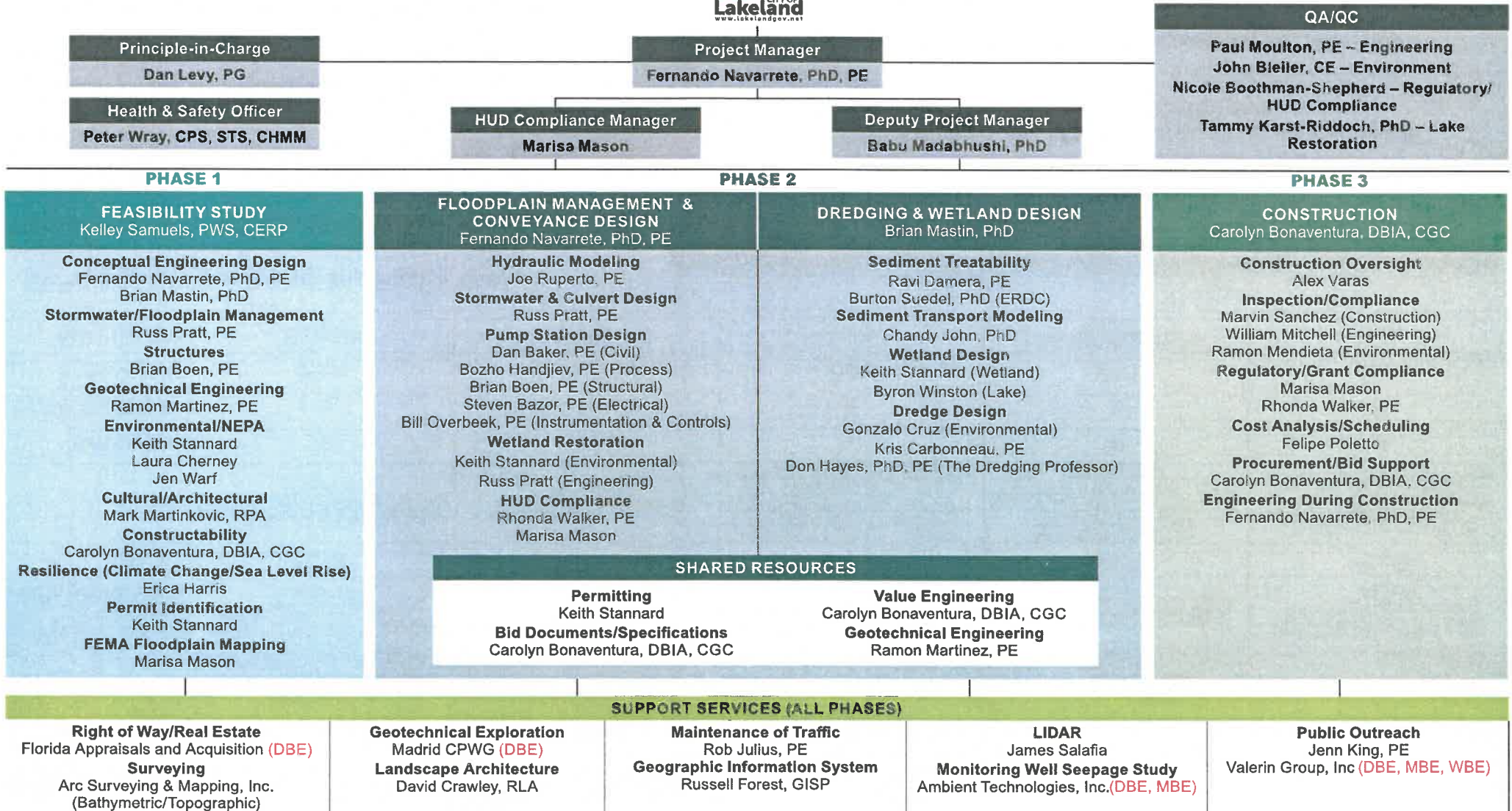
4.2 Project Team

From our large pool of resources, AECOM has assembled a multi-disciplinary team of subject matter experts and specialists accustomed to working together on complex flood mitigation projects that include feasibility studies, floodplain management and conveyance design, lake assessment and restoration, permitting, stakeholder and community engagement and

construction oversight. We have also added strategic teaming partners to provide specialty services and maximize contributions from DBE/MBE/WBE.

Our organizational chart highlights the senior strategic technical leadership team, our technical leads and supporting key staff for each

phase of the project, and our strategic partners. Several members of our team will play more than one role and lend their skills across each of the three project phases, providing continuity throughout the project. In addition, AECOM has a solid base of mid-level employees that work under our experts and will be available to carry out day-to-day project tasks as directed by the key team members.



4.3 Team Qualifications and Experience

Individual qualifications and experience are highlighted below for the proposed AECOM team leads, including senior management leadership personnel, professional engineers and scientists, and HUD compliance specialists. Resumes for key team members are provided in **Appendix A.**

City of Lakeland Senior Management Leadership



Fernando Navarrete, PhD, PE
Project Manager | Floodplain Management and Conveyance Design Lead

Fernando brings 29 years of experience in design and construction services with over 17 years working as the project manager for lake management and surface water restoration, environmental assessments and feasibility studies, hydraulic and hydrologic modeling, groundwater modeling and monitoring, stormwater management, and design of complex large water resource projects throughout Florida. He has led the effort for several multi-million dollar restoration projects for the South Florida Water Management District (SFWMD) and Florida FWC among other clients. He has demonstrated his ability to be responsive, committed, and focused on his client's needs, goals, and visions.

Fernando has extensive experience in design and construction services, and coordinating technical advisory teams dedicated to project quality. This makes him uniquely qualified to manage the design and construction components of large complex restoration and flood control project. He understands the intricate technical issues that may arise and works with the rest of the team to resolve them effectively.

Fernando's proactive approach is centered on quality, communication, and long-term, resilient solutions. Effective and proven project management and project controls are vital for the success of complex projects with multiple stakeholders. He strongly believes that constant communication and coordination are vital to provide the client the results they are looking for. Fernando has an extensive understanding of both technical requirements and project control tools, and the internal resources available to address the project needs.

Fernando will also apply his technical and management skills as the Floodplain Management and Conveyance Design Lead.



Babu Madabhushi, PhD
Deputy Project Manager | DBE/MBE/WBE Compliance

Babu will assist Fernando with project management as the Deputy Project Manager, bringing 28 years of technical and project management experience to the team. In his role, Babu will also be responsible for DBE/MBE/WBE Compliance. Babu has extensive technical expertise in sediment dredging, contamination assessment, development and implementation of sustainable remedial activities, water/wastewater treatment, groundwater treatment, and remedial system operation and maintenance.


Babu is a seasoned AECOM Certified Project Manager having managed several multi-million dollar and multi-year projects. Of note, Babu has been managing AECOM's Miami-Dade DERM contract and FDOT District 4 Contamination Assessment Contract, for which he has been responsible for, and successful in, complying with the DBE/MBE/WBE requirements. Babu, as a contract manager, assisted and developed a mentoring program for these companies and established a great team philosophy in serving the clients.



Marisa Mason
HUD Compliance Manager

Marisa's overarching priority to communicate and clarify compliance requirements during the project development process and coordinate with City team members to support consistent applications of regulation throughout the project life cycle. Her experience includes developing, implementing, and monitoring HUD funded programs over the past 16 years will help encourage DEO's and HUD's confidence in the City's ability to run a successful and fundamentally compliant program. Over the years, Marisa has led and developed critical path and key processes that have allowed our clients to move through program implementation and closeout free of audit findings or program funding recapture.

Marisa has developed audit and monitoring scopes and objectives based on program procedures and deliverables for hundreds of millions of dollars in CDBG programs as well as performed the audits of CDBG grantees and subrecipients to verify accuracy and compliance with contracts, federal and state regulations, accounting practices and program requirements. Her goal will be to apply the principles and successful applications learned to date to the City's CDBG-MIT project in each of its phases. Marisa will be supported by Rhonda Walker.



Dan Levy, PG
Authorized Signatory | Principal-In-Charge

Dan will provide senior technical oversight and company resources to make sure that the project objectives are met. Dan has more than 35 years of experience in the environmental industry and is the founder of AECOM's Algae Mitigation Practice. He specializes in research and development of innovative and ground-breaking environmental treatment technologies and is the co-inventor of the patented SEDCUT dredging technology for the removal of nutrient rich sediments and the patent pending HFT for the removal of wild and harmful algae.

Dan has been involved with hundreds of environmental and flood mitigation projects throughout the US and has received numerous awards and recognitions for developing cost-effective and innovative solutions for several of our nation's most complex dredging projects, including the award winning \$18.4M project to remove dioxin-contaminated sediments from the Wagner Creek (Miami) and the Navy's largest environmental dredging project at the Kings Bay Nuclear Submarine Base in Georgia.

Professional Engineers and Scientists

Our technical leads include professional engineers and senior scientists who will guide an integrated team of qualified engineers, scientists, modelers, and planners ready to execute the scope of work. They will provide

technical direction and review and assist our Project Manager and the team with challenges that may arise through the process, as each one has extensive technical and project management experience on comparable design

and construction oversight projects, not just in the region, but at multiple sites across North America.

Feasibility Study



Kelley Samuels, PWS, CERP
Feasibility Study Lead

Kelley is a Senior Ecologist and an AECOM Certified Project Manager based in the Orlando, FL office. Kelley has over 25 years of experience conducting feasibility studies, including environmental impact assessments, and permitting. She has expertise in ecological assessments with a specific focus on wetlands and wildlife as they relate to linear corridor analyses, environmental permitting, due diligence evaluation, and environmental monitoring.

This work includes wetland assessment, wetland delineation, and functional assessment of wetland impacts and proposed mitigation utilizing the Uniform Mitigation Assessment Method, protected species analyses, and environmental permitting with local, state, and federal agencies. Kelley has assisted in the delivery of federally funded projects that meet the NEPA requirements including managing interdisciplinary teams from project development through the permitting, implementation, and post permit compliance phases. Kelley has prepared environmental documents that meet the Tennessee Valley Authority, National Park Service, Department of Energy, Federal Energy Regulatory Commission, Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation Project Development and Environment Study and federal EIS/EA requirements for millions of dollars of public investment.



Laura Cherney
Environmental Assessment/NEPA
Compliance Lead

Laura is a Senior Ecologist and AECOM Certified Project Manager with 28 years of experience in marine and terrestrial wetland ecology, threatened and endangered species surveys, ecological studies, compliance with the NEPA, and environmental resource permitting on projects ranging from large-scale transportation projects to habitat restoration projects. Laura has in-depth knowledge of federal, state, and local environmental laws and federal regulations including NEPA, Endangered Species Act (ESA), Clean Water Act, Coastal Zone Management Act, Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act, and Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Laura is skilled at managing projects, multidisciplinary teams, accelerated schedules, subconsultants, and project budgets. Laura has a broad background in strategic planning and logistics and has also conducted government, corporate, and executive-level negotiations and has solid working relationships with clients and agency representatives.



Jenn King, PE
Public Involvement Lead

Jenn has 27 years of experience in project management, public involvement, NEPA compliance, Project Development and Environment (PD&E) studies, the Efficient Transportation Decision Making (ETDM) process, drainage design, public transportation, traffic engineering, traffic safety, roadway and managed (express) lanes. She is a public information officer (PIO) for a wide variety of controversial and complex environmental and transportation projects.

Jenn's expertise will add value to the City by bringing her wealth of experience supporting governmental project owners in appropriately involving the public throughout every stage of the course of the development of complex infrastructure projects, both complying with NEPA and associated federal regulations and garnering positive community support, with our clear, effective communication that leverages traditional techniques with state-of-art innovative approaches

Design and Permitting



Our project manager, **Fernando Navarrete, PhD, PE**, with his expertise and experience in engineering design, feasibility study, and lake management restoration and will also serve as the **Floodplain Management and Conveyance Design Lead**.



Joe Ruperto, PE
Hydraulic Modeling Lead

Joe brings his extensive 41 years of experience in stormwater and floodplain management system analysis, design, and environmental permitting to support Fernando as the Hydraulic Modeling Lead. Joe serves as a project engineer and consultant for water resources-related projects and possesses a strong regulatory background in the field of stormwater management and BMP applications. With his technical expertise in Water Resources engineering, Joe excels in areas such as urban and rural hydrology, hydraulics, stormwater management planning and permitting, stormwater management systems design and plan preparation, hydrologic/hydraulic modeling, floodplain studies, bridge scour analysis, and dam failure analysis. Throughout his career, Joe has actively participated in water resource projects both domestically and internationally.



Brian Mastin, PhD
Lake Assessment and Remediation Lead

Dr. Mastin will be providing programmatic and project oversight for the lake and wetland assessment and restoration projects including sediment dredging and amendment plans. Dr. Mastin is a senior construction/project manager and toxicologist with 25 years of experience in the fields of remediation and rehabilitation, lake restoration, wetland assessment, turnkey environmental dredging and dewatering, water and wastewater treatment, and ecotoxicology.

Dr. Mastin has designed and managed 100s of remediation projects for sediment contaminated with PCBs, dioxin, pesticides, polycyclic aromatic hydrocarbons (PAHs), metals, mercury, and other water quality impairments. Brian was the subject matter expert for dredging and dewatering for the Bayou Chico Contaminated Sediment Management Project in Pensacola, FL.



Keith Stannard
Permitting Lead | Wetland Design and Restoration Lead

Keith has over 29 years of experience in conducting and managing professional ecological investigations, wetland design and restoration, environmental assessment projects for a wide variety of public and private sector projects including linear facilities (roadways, railways, pipelines), site development (industrial, residential, mixed-use) and special-purpose projects (offshore facilities, marinas, dams, flood management, maintenance dredging, basin studies, master planning, etc.).

Keith has an in-depth knowledge of federal, state and local environmental regulatory criteria and associated agency procedures in relation to NEPA and environmental resource permitting. He also has extensive experience with marine and terrestrial wetland ecology; marine science, wetland, and upland mitigation; threatened and endangered species conservation protocols and ESA consultation.

Construction



Carolyn Bonaventura, DIBA, CGC
Construction Lead

Carolyn has 20 years of experience managing large multi-million dollar design-build and construction management at risk projects throughout the Southeast United States, including for the City of Tampa and the City of Orlando in Florida. Her background in collaborative delivery, including construction management at risk, helps in the coordination between design and construction. She sits on the Board of the Design-Build Institute of America Florida Region, with a goal of encouraging effective practices in the use of collaborative delivery. She provides a “contractor perspective” during project designs and offers constructability and value engineering expertise.

HUD Compliance Specialists



Rhonda Walker, PE
HUD/Grant Compliance Specialist

Rhonda has 23 years of experience in disaster recovery, federal compliance, project development, planning, civil and environmental engineering, program management, project management, contracts, and budget control systems. Her 15 years with FEMA's PA Program include deployments working with both Applicants and FEMA, as a Program Delivery Manager, (PDMG) PA Crew Leader, 406 hazard mitigation specialist/manager, senior cost estimator, and on project closeout. Rhonda has supervised Disaster Recovery divisions/groups with over 50 people while managing more than \$2B in damage. Her experience with PA project development includes light to heavy horizontal projects such as roads, bridges, infrastructure and marinas, as well as light to heavy vertical projects such as wastewater treatment facilities, water treatment facilities, schools, universities, hospitals, and government facilities.

Subcontracted Tasks

We will use services of our DBE/MBE/WBE subcontractors, who have numerous years of experience supporting AECOM on similar projects; therefore, there is no learning curve. We included our subcontractors and their Key Staff Personnel in our Team organization chart with Team's organization, roles and responsibilities. Our subcontractors offer a strong relationship with AECOM and the City experience and have been chosen because of their proximity to the City.

- U.S. Army Corps of Engineers, Engineer Research and Development Center
- The Dredging Professor
- Florida Appraisals and Acquisition, Inc. (DBE)
- Madrid CPWG (DBE)
- Valerin Group, Inc. (DBE, MBE, WBE)
- Arc Surveying & Mapping, Inc.
- Ambient Technologies, Inc. (DBE, MBE)

Subcontractor Staff



Burton Suedel, PhD
U.S. Army Corps of Engineers, Engineer Research and Development Center (ERDC) | Sediment Treatability Testing and Engineering with Nature®

Dr. Suedel has received international recognition for applying the Engineering With Nature® (EWN®) initiative in practice at multiple USACE navigation and coastal projects nationwide, and he will guide the team in applying the principles on this project. Burton is a research biologist and ecotoxicologist with 30 years of experience in the fields of environmental risk assessment, environmental risk management. Burton serves as the Team Leader of the Risk Integration Team where he focuses on risk assessment and management of dredged material, multi-criteria decision analysis, incorporating uncertainty into ecosystem restoration projects, and investigating ways in which sustainable environmental, social, and economic benefits can be incorporated into the USACE navigation and ecosystem restoration missions. He also manages the Dredging Operations Technical Support (DOTS) program that facilitates transfer of existing and new navigation and dredging technology to stakeholders in the USACE' navigation mission. He has received international recognition for applying the EWN® initiative in practice at multiple USACE navigation and coastal projects nationwide.



Don Hayes, PhD
The Dredging Professor | Dredge Design

Dr. Hayes is a widely recognized expert in environmental aspects of dredging projects. His experience includes 16 years with the U.S. Army Corps of Engineers Engineer Research and Development Center and 27 years in academia (positions including Professor, Department Chair, Institute Director, and Associate Dean of Engineering). Dr. Hayes also has extensive consulting experience, including many of the most complex contaminated sediment sites such as the Hudson River, Portland Harbor, Onondaga Lake, Lower Fox River, Lower Passaic River, and numerous others.



John Blair
Florida Appraisals and Acquisition | Right of Way/Real Estate

Joe has 30+ years of transportation right of way experience including acquisition, appraisal, relocation, cost estimating, property management, title, and condemnation suit preparation. He has provided these services in Florida, Pennsylvania, New York, and Mississippi. In Florida, he managed the highly successful US 1 Broadway project in West Palm Beach. He provided acquisition and relocation services on the I-4 Ybor City project for FLAA. He also provided acquisition, relocation, and property management services on the SR 9A (I-295) and 9B projects in Jacksonville. Joe has FDOT experience having worked for Districts 2, 4, 7, and Florida's Turnpike Enterprise. He has just completed 3 tasks in Osceola County, totaling over 100 parcel interests and a Needs Assessment Survey.

Subcontractor Staff



Andre Kniazeff, PE
Madrid CPWG |
Geotechnical Services

Andre is the Geotechnical Engineering Division Leader and has 13 years of experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/ coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, and sinkhole investigations. Additional responsibilities include maintaining project budgets, timelines, overseeing field crews, and client consultations throughout the project duration.



Valerie Ciudad-Real
Valerin Group | Public
Outreach

During Valerie's 32-year career, she has developed and implemented hundreds of public participation programs, communication plans, and safety campaign initiatives for public sector clients, including the FDOT, City of Tampa, City of St. Petersburg, Hillsborough, Pinellas and Manatee counties, expressway and transit authorities, and planning organizations. She also leads Valerin's quality assurance/ quality control (QA/QC) program. Valerie's leadership and commitment to excellence guides the Valerin Team to perform to the highest standards on behalf of their clients.



Frank Sawyer
Arc Surveying & Mapping |
Bathymetric and Topographic
Surveys

Frank has over 30 years of surveying, mapping and computing experience. He has performed numerous hydrographic surveys for USACE, FDOT, Port Authorities and various other clients and is proficient with various types of positioning and depth sounding equipment, Differential Global Positioning (DGPS) and Real Time Kinematic (RTK). He is experienced in the use of multibeam swath and single and dual frequency depth sounders, Ground Penetrating Radar (GPR), side-scan sonar, geophysical systems, sub-bottom profilers and magnetometers. Frank specializes in hydrographic surveys and is capable of collecting, processing, computing and mapping. He is a Hypack®/Hysweep® expert, well-known and respected for his ability to assist in software development and installation.



Michael Wightman, PG
Ambient Technologies |
Environmental Drilling

Over the past 35 years Michael has managed/conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. He provides quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Michael has either conducted/managed over 20,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. He is an expert in the application of geophysical methods in terms of understanding karst-related conditions and also provides expert testimony. Michael has authored publications and delivered numerous presentations for geophysical testing for a wide variety of applications.



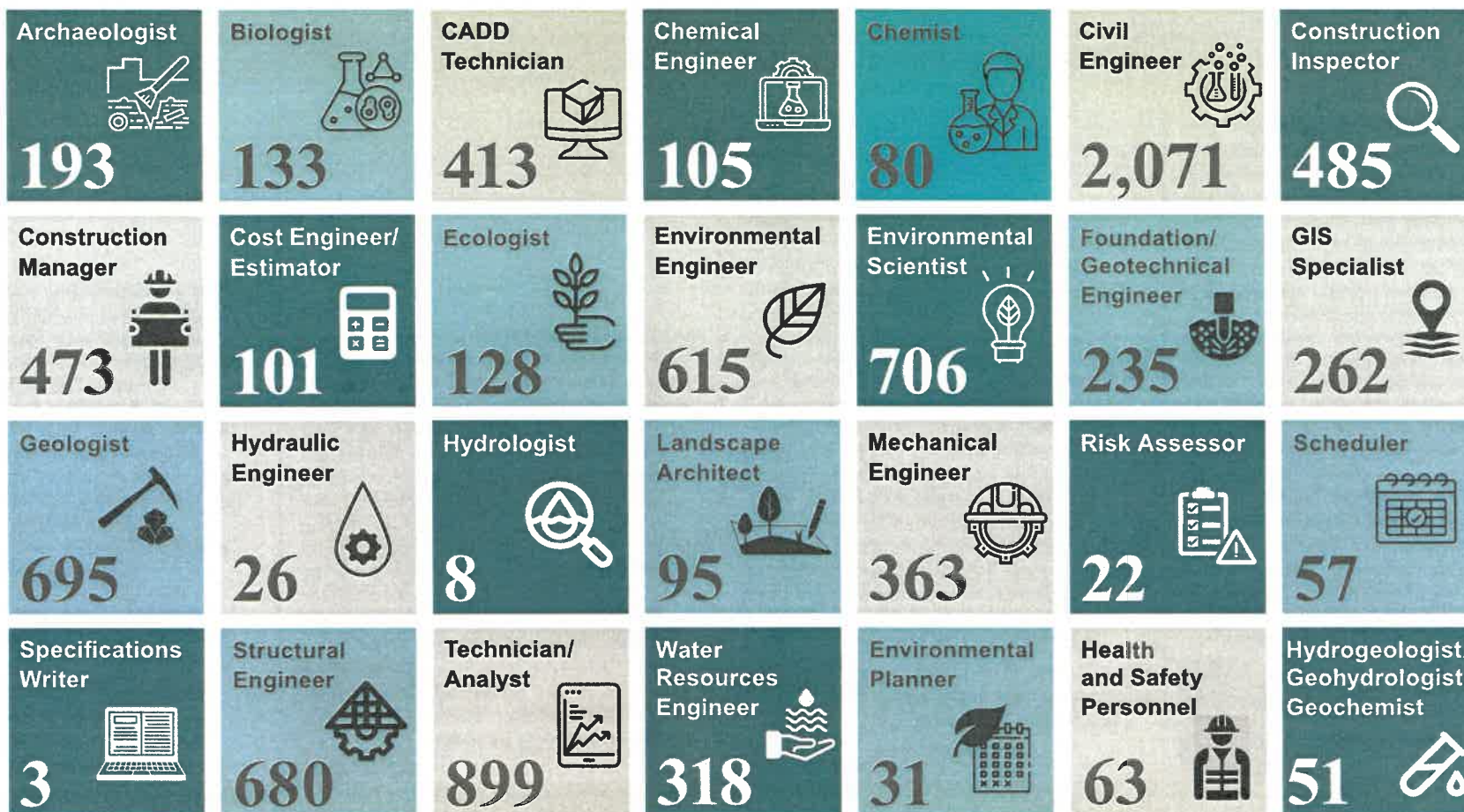
4.4 AECOM’s Resources and Capacity to Provide Materials and Services

AECOM values the City and our Team has leading edge technical capabilities, highly relevant experience, proven project delivery methods, and a comprehensive understanding of regulatory settings and environmental conditions nationwide. Throughout our proposal, we present qualifications and experience for the AECOM team on the City and similar contracts. This experience serves as a force-

multiplier for the City with a level of readiness and responsiveness, immediate start-ups, and trusted and proven program management and technical leaders and resources. The proposed team is immediately available upon contract award and is committed to serving the City under this contract to the extent practicable for effective and efficient program execution. In addition to our proposed team of technical staff, the AECOM team has additional reach-back capabilities in key disciplines. We also place high emphasis on recruiting and retaining the most qualified technical team in their respective fields.

Our Team understands the unique requirements of managing and executing large contract over several years with multiple task orders (TOs) running concurrently. In fact, our team routinely manages multiple TOs at one time under many of our current and ongoing with federal, state and local municipalities.

As the Prime, AECOM has developed a robust, experienced team, establishing an execution system with clear roles, authorities and responsibilities for an effective and efficient program to deliver high quality, on time and on budget for the City.





A large, semi-transparent green circular graphic is centered on the page. Inside the circle, the number '7' is displayed in a large, light green font. Below the number, the text 'Other Information' is written in a white, serif font. The background of the page is a photograph of a rocky stream bed with a small pond and trees.

Other Information



7.1 Sediment Facts

We provide world-class sediment services across markets for diverse environments, communities, and clients.



Sediment Explained

Sediment is a solid material that moves, floats or settles in diverse waterbodies like rivers, streams, lakes, shipping channels, ports, harbors, dams, canals, beaches and oceans. It varies in size from fine particles to boulders. Erosion, weathering or decomposition of plants, animals and other materials can create sediment that can be transported via wind, waterflow and melting ice. Sediment is considered clean or contaminated depending on if harmful substances are present. These factors are carefully considered during treatment plan development.

Challenges & Contamination

Sediment can restrict and even obstruct water flow and reduce basin capacity, leading to many challenges for communities, businesses and the environment. Impacts can include increased flooding, reduced reservoir capacity, decreased land value, and negative impacts to the environment and human health, all made more complex if contaminants that pose risks to humans and the ecology are present. Solutions can therefore additionally include remediation of contaminants, as well as additional infrastructure work, such as repairs to containments, seawalls and abutments. Typical contaminants are harmful chemicals such as metals, PAHs, PCBs, per- and polyfluoroalkyl substances (PFAS), and dioxins.

Remedies & Prevention

The proper remedy is dependent on the type of waterbody and nature of sediment, the condition of the environment, and the goals of the stakeholders. Sampling, testing and analysis reveal the type and extent of sediment and assess ecological and human health risks. Regulatory and safety requirements are considered. If significant damage to natural resources is present, our teams can work with designated organizations to help conduct related loss assessments. Because of these many factors, solutions are wide-ranging and can include treatment of sediments in place; dredging plans to relocate clean sediment; removal or cap-in-place treatment of contaminated sediment; nature-based solutions to help the environment recover and thrive on its own; or custom, innovative options. To avoid costly, future sediment movement, post-remedy monitoring and ongoing sediment management plans are implemented to promptly identify potential recurrence.

Reuse & Nature-based Solutions

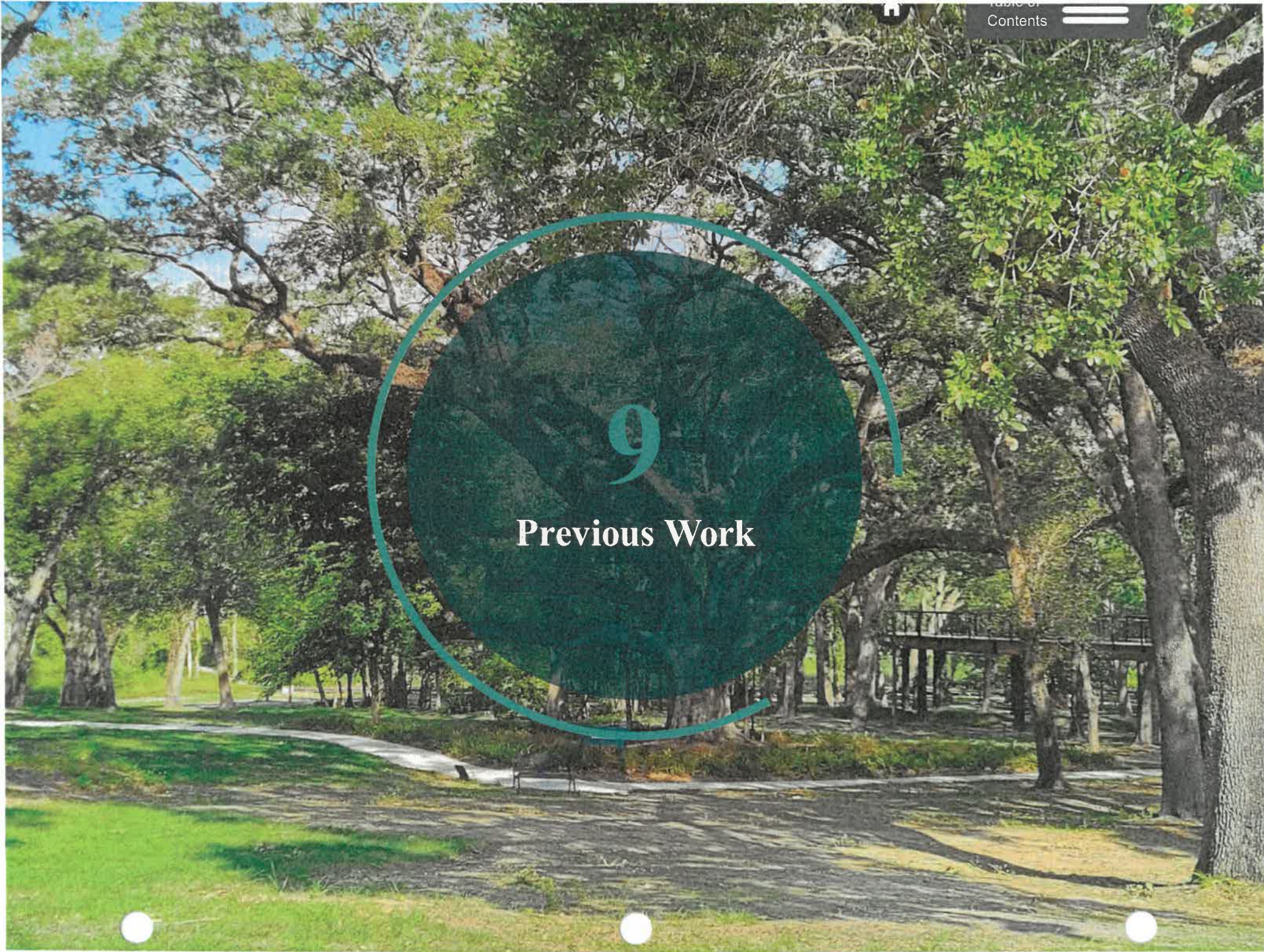
Sediment removed from waterbodies can be beneficially reused for beach nourishment, improved resiliency of barrier islands and fringe wetlands, construction fill, mine reclamation, and many other purposes. Beneficial reuse of sediment importantly frees critical landfill space, as well. Usually, the sediment is initially wet and will go through a dewatering step for easier transport to a reuse facility or placement sites. Nature-based project approaches include processes and mechanisms that restore an affected area to a healthy state and foster continued natural healing and maintenance. Frequently, full-range projects that include clean up, restoration and development may be available for projects that restore and develop an area for the public or ecological good. By integrating cleanup, restoration and redevelopment, significant economic and social benefits can be realized.

Funding & Infrastructure

Advantageous funding programs may be available for projects that not only restore an area, but also develop the affected area for public or ecological good. Infrastructure projects can be designed to include recreational, environmental and community uplift elements that may provide opportunities for additional funding. For example, new infrastructure development and maintenance activities associated with ports, harbors and shorelines often involve dredging or excavation to clear water paths. This type of work usually is backed by federal, state and local funding sources, of which the recent Infrastructure Improvement and Jobs Act is one. But these projects may also include plans for regional and community betterments that would make them eligible for expanded funding opportunities and favorable organizational partnerships. We offer substantial expertise in delivering full-scope sediment and infrastructure solutions that benefit from such arrangements.

9

Previous Work



7.2 Algae Facts

Current Solutions

There are a handful of approaches that address HABs, but many of them result in negative impacts potentially harmful to the environment. There is one complete solution that is “harm-free,” effective, and environmentally friendly.

HFT has achieved excellent results in diverse geographies and includes a beneficial outcome: it transforms harmful algae into useful “bioproducts,” such as aviation fuel which are useful products, including: aviation fuel that is carbon-neutral; fertilizer; and foam products, such as sneakers and yoga mats.

Harvesting can help combat climate change – algae cells have been shown to be up to 400 times more efficient than trees at removing CO₂ from the atmosphere.

HFT and Algae Transformation to Bioproducts

HFT is leading the world in HABs mitigation. Simply, it is an algae harvesting system that filters and treats water to remove and then collect intact cellular algae cells, nutrients, and algal toxins from affected water. The water can then be returned to the environment. HFT is scalable, cost effective, and easy to operate, and the resulting collected mass, called, “biomass,” can be repurposed into many useful items in our marketplace. AECOM has successfully partnered with industry-leading providers of these products and is proud to participate in a sustainable supply chain.

Has HFT been used successfully?

HFT has been used with great success in the U.S. and has proven to be an excellent “harm-free” solution for effective removal HABs. HFT has already earned worldwide awards and is considered the go-to HABs remedy. AECOM developed HFT with partner, Ecosa, to offer this complete solution to this growing crisis. HFT has earned prestigious global awards and has brought communities together to solve their critical algae problem as demonstrated in many articles, television spots and commendations.

Does AECOM work with other organizations?

Yes, the AECOM team enjoys strong relationships with other organizations, including public-private collaboration. For example, the federal partnership with USACE’s ERDC Harmful Algae Bloom Interception, Treatment, and Transformation System (HABITATS) research program allowed the HFT system to advance to bring life and balance back to affected communities in Florida.



9.1 AECOM's Previous City of Lakeland Work for the Last 5 Years

Name of City Department	Description of Work	Total Contract Dollar Value	Term of Contract Dates	City Contact Person Phone Number	Consultant Subconsultant	Results of the Project
Public Works	North Wabash Avenue Post Design Services	\$25,000	2/2019 – 12/30/2022	Greg James 863.834.8440	Consultant	Completed On Time Within Budget
Public Works – Lakes and Stormwater	Lake Bonnet Algae Restoration	\$0 AECOM Self-funded Research	10/2017	Laurie Smith 863.834.6276	Consultant	Positioned City to receive a \$1.6M FDEP Innovation Grant
Public Works – Lakes and Stormwater	City of Lakeland CDBG-MIT Grant Application	\$30,000	8/2020 – 12/2020	Laurie Smith 863.834.6276	Consultant	Positioned City to receive a \$42M CDBG-MIT Grant
Lakeland Electric	16-inch Pipeline Relocation Phase 1 and Facility Tie-ins	\$354,500	9/17/2021 – Ongoing	Mike Dammer 863.834.8660	Consultant	Project scope revised to include tie-ins only due to pipeline sale
Lakeland Electric	Lakeland MacIntosh Power Plant Structural Support and Change Order	\$29,915	2/25/2022 – 9/30/2022	Mike Dammer 863.834.8660	Consultant	Completed On Time Within Budget
Public Works	Professional Municipal Engineering Services Program	\$0	9/09/2021 – 9/30/2024	Greg James 863.834.8440	Consultant	To date AECOM has not received any work orders under this contract

Additional information can be provided upon request.





A

**Key Personnel
Resumes**



Fernando Navarrete, PhD, PE

Project Manager | Floodplain Management & Conveyance Design Lead

Areas of expertise

- Water Resources Engineering
- Conveyance System Design
- Stormwater Management Engineering and Design
- Surface Water Restoration
- Environmental Assessments
- Feasibility Studies
- Hydraulic and Hydrologic Modeling
- Groundwater Modeling
- Groundwater Monitoring

Education

- PhD, Ocean Engineering, Florida Atlantic University, 2001
- BS, Civil Engineering, UNAM-Mexico, 1992

Years of experience

29 total | 21 with AECOM

Registration

Professional Engineer: FL # FL 69999
AECOM Lead Verifier - Levees

Value to
29+ years
projects, r
is critical t
City's nee

Dr. Navarrete has more than 29 years of experience in stormwater management, surface water restoration studies, hydraulic and hydrologic modeling, ground design of complex large water resource projects. Dr. Navarrete has extensive experience in construction management and administration, and

In addition, Dr Navarrete is well-versed defining scope of work and fees coordinating various subconsultants, permitting, managing design schedule. Some of his previous work includes large civil design restoration projects, include the STA 1W Expansion #2 project for the SFWMD, among others.

In addition to his design experience, he has been the engineer of record as well as the project manager for construction management services (CMS) of water resources restoration projects. The combination of design field experience allows Dr. Navarrete to provide input to solve time critical issues that arise during design and construction. Some his clients include the SFWMD, FWC, City of Jacksonville, City of Oakland Park, City of Miramar, City of Miami, Broward County, Pratt & Whitney and Florida Power & Light.

Project specific experience

STA 1W Expansion 2, South Florida Water Management District, Palm Beach County, FL.
Project manager and lead civil design engineer for design an EDC of the project including the preliminary studies and detailed H&H modelling of an 1,800-acre Stormwater Treatment Area (STA). Six alternatives were modeled with a Mike 11 1D Model to determine the best cell configuration for the STA. Based on the results from this model two alternatives were selected for further modeling with a 2D model. ICPR 4 was then used to select the preferred alternative and conduct the final modeling. Based on the H&H analysis the Expansion 2 the project includes two Inflow pump stations (500 cfs each), four 60" underground pipes to cross under a 500 ft wide canal, a 6.0-mile concrete lined connection canal, inflow, spreader, collection and outflow canals with the associated levees, culverts, spillways, gates, and weirs. The project also included the design of one outflow pump station (625 cfs). Pump station are equipped with emergency generators. Currently the project manage for the EDC services for this 200-million-dollar project.

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Fernando Navarrete, PE, PhD

LaSalle Street Drainage Improvements, City of Jacksonville, FL. Project manager and lead design engineer for the alternative delivery design build project for the repair, replacement, and installation of the main storm collection system within the historic San Marco's neighbourhood. The project includes the construction of a new 112 cfs pump station, storm water treatment units, as well as the installation of 5,557 linear feet of RCP drainage pipes sized between 15- and 60-inch diameter, and 570 linear feet of 48-inch diameter DIP forcemain discharging to the St. Johns River. The project also included review of the previous modeling effort and modeling of the pre and post conditions for permitting of the project.

Lakeside Ranch Stormwater Treatment Area STA-South, South Florida Water Management District, Martin County, FL. Project manager for the CMS for the second phase of the Lakeside Ranch STA which includes five stormwater treatment cells, inflow and outflow control structures, cast-in-place concrete culverts and over 9 miles of interior and exterior levees. The objective of the project is to manage flows for the restoration of the wetland's ecosystem. Managed the team to have a streamline team during normal construction activities with low demand of resources and augmented the team at times when the construction management required additional resources, this way he was able to successfully complete the project and keep the project on budget and on time. The project was constructed in conformance with SFWMD and USACE guidelines.

C-43 Value Engineering Study, South Florida Water Management District, Hendry County, FL. Project manager for a team of eight (8) experts in civil, geotechnical, structural, mechanical, and electrical engineering, scheduling and cost estimating. The team of experts conducted Value Engineering (VE) study for the District's Caloosahatchee River (C-43) Design Package 3 – required by the USACE. The value process follows the Value Methodology (VM) standard established by SAVE International. The study included the S-470 PS, S-483 Discharge Structure, Landowners Access Bridge, and Townsend Canal. The purpose of the study was to identify potential cost saving measures for life cycle cost and/or value-added improvements without sacrificing project design requirements. In order to accomplish these goals, a 5-day workshop was conducted to propose acceptable value alternatives to the on-going development of the Project. The Team identified 24 final cost saving ideas for cost

savings of over 4 million identified. Based on the Engineering Study were expert and managed this

Teague Hammock Wetland Conservation Commission for Teague Hammock by the 1944 pre-drained corridors properties and support natural ecosystem restoration. The ICPR, to develop both Pre-conditions for three different alternative includes two existing levees and roads culverts. The selected alternative permitted working in close

USACE. AECOM was the Engineer of Record for the construction.

Deering Estate Flow Way and Pump Station, South Florida Water Management District, Miami-Dade County, FL. Project manager for the EDC services for this coastal wetlands restoration project. The purpose of the project is the Biscayne coastal wetlands ecosystem restoration by changing the discharges from a point discharge to a more spread discharge to the historical water path. The project included the extension of the C-100A Spur Canal, a 100 cfs pump station, a discharge pipe with an under-road crossing of Old Cutler Road and an outlet spreader structure. The project also included the construction of 2 acres of educational wetland. A pump analysis was conducted to determine the best configuration for the pump station to be able to use the available water flows from the C-100A spur canal as much as possible to hydrate the Biscayne Coastal Wetlands. The architectural details were designed to be consistent with the surrounding area and sensitive to the historic significance of the Deering Estate. AECOM also represented the District with public involvement and stakeholder acceptance activities through coordination of meetings with federal, state and local regulatory agencies, governments, and NGOs. The project was successfully designed, permitted and constructed.

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Dan Levy, PG

Principal-in-Charge | Authorized Signatory

Areas of expertise

- Lake Restoration
- Sediment Dredging
- Dredged Material Management
- NEPA Studies Ecosystems Management
- Environmental Risk Assessments Coastal & Freshwater Wetland Mitigation Design & Monitoring
- Algae Harvesting
- Nutrient Management

Education

- BS, Geology, Florida State University, 1984
- Graduate Studies, Computer Modeling, Florida International University, 1988
- Graduate Studies, Hydrology, Florida State University, 1984

Years of experience

37 total | 31 with AECOM

Certification/Registration

- Professional Geologist: FL #PG1320
- AECOM Certified Project Manager

Patents

- Sediment Dredging SEDCUT Technology Patent, #7089693, 2006
- Algae Harvesting Hydronucleation Flotation System Patent Pending, 2020

Dan is Founder of AECOM's Algae Mitigation Practice with 20 years of experience in the environmental industry and specialized in innovative environmental treatment technologies. Dan is the lead developer of ground-breaking treatment technologies including SEDCUT dredging technology for the removal of nutrients and Hypernucleation Flotation Technology (HFT) for the removal of algae. Dan has been involved with hundreds of environmental and remediation projects and has received numerous awards and recognition for his innovative solutions for several of our nation's most challenging water bodies. Dan is the award winning \$18.4M project to remove dioxin-contaminated sediments from Wagner Creek (Miami) and the Navy's largest environmental remediation project at the Kings Bay Nuclear Submarine Base in Georgia.

Dan has managed numerous multi-million dollar federal and state grant funded projects and will be responsible for providing senior technical oversight and company resources so project objectives are met.

Project specific experience

Community Development Block Grant – Mitigation (CDBG-MIT), City of Lakeland, FL. Project director for \$42M FL DEO CDMG-MIT grant application. Collaborative with the City of Lakeland, Bonnet Springs Park and key stakeholders to develop a transformation grant application to resolve the downstream flooding into May Manor.

Grant Funded Contaminated Sediment Dredging, City of Miami, FL. Project director for \$18.4M Design/Build contract to remove hazardous waste sediments to restore what has been considered the most polluted waterway in Florida. Developed three separate innovative dredge plans utilizing customized dredge equipment to minimize draft depth and use of unique water quality protection procedures, including aqua barriers, air curtains, and moon pools to prevent impacts to the downstream Outstanding Florida Waters of the Miami River and to manatees that reside in these water bodies. The existing field conditions for both Wagner Creek and Seybold Canal are unique and posed several significant logistical constraints that required extensive regulatory consultation with FDEP, FWC, USACE, and DERM to obtain approval for the innovative dredge approaches. Both waterways are tidally influenced, provide refuge to manatees and are in high-density mixed-use urban areas with failing revetments and bulkheads. Permits

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Dan Levy, PG, Continued

were received in less than 90 days. *Project won the 2018 FDEP Southeast District award for Environmental Excellence and the Western Environmental Dredging Association (WEDA) environmental award.*

FDEP Innovation Grant Program, St. Johns River Water Management District, Lake Jesup, FL. Project director for the \$1.6M FDEP Grant funded research project on Lake Jesup. The St. Johns River Water Management District (SJRWMD) was awarded the grant to demonstrate how AECOM’s mobile algae harvesting platform can be used to restore nutrient impacted lakes and effectively remove algae from remote areas.

SFWMD Lake Okeechobee Pilot Dredging Project. Conducted a two-year \$1M research and design pilot dredging project to demonstrate a new dredge technology (SEDCUT) that could selectively remove a thin 30-cm layer of nutrient rich flocculant sediments from a slightly denser mud substrate. Test results were successful and demonstrated that a 30-cm thick sediment layer of fluid mud (<5% solids) could be removed with little or no re-suspension of the underlying mud substrate. Key features of the technology included: 1) buoyancy compensation chambers to control the unit’s contact pressure with the underlying substrate to allow the dredge head to ski along a density plane, 2) load indicators to activate the dredge pump, 3) a water manifold system to regulate solids content of the dredge slurry, and 4) adjustable intake shield to minimize dilution water in the dredge pump.

FDEP Innovation Grant Program Lake Munson, FL. Project director for the \$1.6M FDEP Grant funded research project on Lake Munson. The Northwest Florida Water Management District (NFWMD) was awarded the grant to demonstrate how AECOM’s land based algae harvesting platform can be used to restore nutrient impacted lakes.

Harmful Algal Bloom Interception, Treatment and Transformation System, USACE, Engineering Research and Design Center, Lake Okeechobee, FL. Technical director for the award winning USACE-ERDC HABITATS research program. Pilot tested an innovative algae harvesting technology that can physically remove the key nutrients (Phosphorus and Nitrogen) that fuel algae growth from the water column and transform the recovered algae biomass into green biofuel. The technology was proven to provide a “No Harm” solution for the

mitigation of Harmful Algal Blooms. The demonstration showed greater than 85% removal of total phosphorus, total nitrogen, and chlorophyll-a.

Cape Sable Canal Restoration Project director for a \$6.9M hydraulic dredge design, transport sediments over 1.5 miles to the construction site. Because of the remote location (the closest upland area) and environmental permitting requirements, engineering a workable solution for marine transportation for equipment to remote wild area from October 1 through March 31 (crocodile nests were identified and impacted), 3) shallow marsh (draft), and 4) closest staging area over 60 miles via open water transport from the project site (Key West). To work around these constraints and obtain regulatory and Park approval, an innovative hydraulic dredge system was designed to hydraulically transport sediments over 1.5 miles to the construction site. The project was successfully completed and solved one of the biggest ecological problems in the Park

Awards

2003 American Academy of Environmental Engineers Honor Award for Innovation for development of the SEDCUT Technology.

2018 WEDA Environmental Excellence

2018 FDEP, Superior Excellence Distinction Award for outstanding environmental practices in restoring one of Florida’s most polluted waterways

2019 EBJ for development of an innovative Algae Harvesting program that can restore nutrient impacted waterways

2022 EBJ Award for developing a new pathway to transform HABs into clean sustainable energy

2022 Federal Laboratory Consortium Impact Award for HABITATS

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Marisa Mason

HUD Compliance Manager

Areas of expertise

Disaster Life Cycle Planning and Program Development
HUD Programs Planning and Implementation
Federal Regulation and Policy Interpretation and Application
Client and Intergovernmental Relationship Management

Education

Undergraduate Course Work, Environmental Studies, Texas State University

Years of experience

17 total | 10 with AECOM

Training

HUD CDBG-DR Implementation

Certifications

State Auditing Office (SAO) Auditing Skills
National Center for Housing Management – Certified Occupancy Specialist
Section 3 Coordinator for CDBG Programs

Value to

17+ years of guidance, implementation programs

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Marisa has spent the past than 17 years serving communities in the wake of disasters. Her experience spans across all levels of government alongside the Department of Housing Urban Development and the Federal Emergency Management Agency (FEMA), state and city grants. Having dedicated her career to disaster mitigation, she has gained an invaluable understanding of the development and implementation of ground operations, conducting community outreach and enforcing local regulations. Driving community recovery through the ability to understand the needs of complex projects is what she brings to success.

Project specific experience

CDBG-DR Flood Studies for Combined River Basins – West Region, Texas GLO, 25 Counties within Texas (Nueces, San Antonio, Guadalupe, Lavaca, and Colorado River Basins), TX. Marisa supported both the project data collection task and advanced project assistance task under by providing review and technical assistance for regional and/or local jurisdictions' fully developed mitigation and flood planning projects that may meet the required eligibility criteria for various identified funding sources but have not been awarded under the past funding cycle(s). Leads a team of reviewers that will analyze up to six grant applications from local municipalities for funding from HUD under CDBG-MIT and from the Texas Water Development Board under their Flood Infrastructure Fund (FIF) grants with the goal of pushing them forward to award in one or several grant opportunities in the next funding cycle.

Rebuild By Design Hudson River Project, New Jersey Department of Environmental Protection – Engineering and Construction, Bureau of Flood Resilience, NJ. Provided technical assistance to the Project or Program Manager and to the Section 3 Coordinator as it relates to the Section 3 obligations of a CDBG-DR Program and therefore our Grantee clients, development of Section 3 Plans with and for a Program's Section 3 Coordinator, and the development and submission of quarterly reports.

HUD CDBG-DR Hurricane Florence Recovery, North Carolina Department of Emergency Management, NC. Provided technical assistance to the Project or Program Manager and to the Section 3 Coordinator as it relates to the Section 3 obligations of a CDBG-DR Program and therefore our Grantee clients, development of Section 3 Plans with and for a Program's Section 3 Coordinator, and the development and submission of quarterly reports.

Marisa Mason, Continued

Hurricanes Maria and Irma CDBG-DR Housing Recovery Program, Puerto Rico Department of Housing (Vivienda) San Juan, Puerto Rico. AECOM's policy and regulatory compliance officer responsible for Section 3 and MWBE Officer; assessing and operationalizing current versions of the client's Program Guidelines related to the applicant's process through construction. Development of Standard Operating Procedures (SOP) and memos to the field relaying changes to policy by the client or by the funding agency HUD. Advising leadership on potential impacts of programmatic decisions and policy changes on customer operations and production goals, drawing upon experience with lessons learned from other Disaster Recovery grant programs in various disasters to recommend effective program implementation strategies. Additional strictly compliance-related responsibilities include drafting and executing internal monitoring of field and program processes to ensure compliance with SOPs and Puerto Rico Housing Program Guidelines.

CDBG-DR Resilient Redevelopment Planning for Hurricane Matthew Recovery, State of North Carolina Department of Emergency Management, NC. Led an AECOM planning team during the development of Resilient Redevelopment Plans for North Carolina Emergency Management. These plans were focused on the development of potential recovery projects in each of the North Carolina counties impacted by Hurricane Matthew. The projects included in the Resilient Redevelopment Plans were identified through extensive community meetings and were designed to address resilience within four key community elements: Housing, Infrastructure, Business Development, and Environment. Projects were crafted and revised with community input, then evaluated for practicability and compliance with applicable guidance and regulations.

CDBG-DR Build it Back Program for Superstorm Sandy Recovery, City of New York, NY. Senior leadership representative responsible for coordinating production performance; building, coordinating, and organizing teams for staffing Housing Recovery Centers (HRCs) and the Program Management Office (PMO); and providing necessary support to the client. These elements include internal and external areas of focus, such as but not limited to tracking

of production goals, drafting and submission of weekly reporting, 3 requirements. Liaison to Senior Staff and Policy regarding to updating of SO program goals; ensuring staff transition plans; and contractual requirements

FEMA STEP Program, Management, NC. Policy programmatic decisions and drawing upon experience Recovery grant programs implementation strategies administration of training or onboarding.

Disaster Mobilization Plan Development, City of New York Department of Design and Construction, NY. Lead author for development of a Disaster Readiness and Mobilization Plan to document the framework and process necessary for consistent service delivery by AECOM leading up to and following a disaster. The plan included the identification of assets and capabilities as it relates to AECOM's assistance in disaster response, communication plans, mobilization and deployment timelines, and demobilization plans as well as the identification of key staff for the response and their respective certifications or licenses. Updates to the plan are made annually, with the last update provided to NYC in fall of 2019.

Emergency Action Plan and Business Continuity Plan, Housing Authority of the City of Austin (HACA), TX. Project manager for the development of a comprehensive Emergency Action Plan that addresses the current threats and risks facing public facilities such as flooding, fire, and active shooter scenarios; providing training for HACA staff on the new Emergency Action Plan; oversight and review of the creation of HACA's Business Continuity Plan; coordinating and facilitating a Threat and Vulnerability Assessment of HACA's headquarters building; coordination of an Active Shooter drill in tandem with the Austin Police Department and HACA.

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Babu Madabhushi, PhD

Deputy Project Manager |

Areas of expertise

Contamination Assessment
Remedial Design
Sustainable Remedial Action Implementation
Water/Wastewater Treatment Groundwater Treatment
Remedial System Operation and Maintenance
Sediment Characterization

Education

PhD, Hazardous Waste Management, West Virginia University, 1997
MS, Wastewater Treatment, Indian Institute of Technology, 1993
BS, Civil Engineering, Kakatiya University, 1988

Years of experience

28 total | 22 with AECOM

Certifications

AECOM Lead Verifier - In Situ Bioremediation
AECOM Certified Project Manager

Training

40-hr OSHA HAZWOPER
8-hr OSHA HAZWOPER Annual Refresher

Babu's technical expertise is in the areas conducting assessment, development and implementation of s /wastewater treatment, groundwater treatment, rem Babu's technical expertise includes sediment dredg bioremediation, and operation and maintenance of Miami-Dade DERM contract and FDOT District for been responsible and successful in complying with manager, has assisted and developed a mentoring established a great team philosophy in serving the

Project specific experience

Grant Funded Contaminated Sediment Dredging, City of Miami, FL. Project manager for \$18.4M Design/Build contract to remove hazardous waste sediments to restore what has been considered the most polluted waterway in Florida. Funded by the City of Miami, the Florida Inland Navigation District, and the FDEP, and in partnership with the City's Capital Improvements Office, the Miami River Commission, TNC, and various civic organizations. Developed three separate innovative dredge plans utilizing customized dredge equipment to minimize draft depth and use of unique water quality protection procedures, including aqua barriers, air curtains, and moon pools to prevent impacts to the downstream Outstanding Florida Waters of the Miami River and to manatees that reside in these water bodies. The AECOM team successfully and efficiently completed the restoration of the waterway on budget, on schedule, and in compliance with applicable permits for this problem that had remained unresolvable for decades. The existing field conditions for both Wagner Creek and Seybold Canal are unique and posed several significant logistical constraints that required extensive regulatory consultation with FDEP, FWC, USACE, and DERM to obtain approval for the innovative dredge approaches. Both waterways are tidally influenced, provide refuge to manatees and are in high-density mixed-use urban areas with failing revetments and bulkheads. Permits were received in less than 90 days. *Project won the 2018 FDEP Southeast District award for Environmental Excellence and the Western Environmental Dredging Association (WEDA) environmental award.*

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Everglades City Marina Dredging, Everglades City, FL. Project manager and assisted in design and implementation of mechanical dredging operations to remove muck like sediments from the Everglades City Marina. The project consisted of dredging operations to remove approximately 2,200-cubic-yards of silty sediments from the marina boat basin. Worked with the FDEP to allow the dredged sediment to remain onsite and avoid the significant cost of off-site disposal for the client.

Secondary Canal/ C4 Tamiami Canal Sediment Sampling, Florida Resource Conservation and Development Council, Inc., Miami-Dade County, FL. Deputy project manager/project engineer for the sampling and characterization of sediment from approximately 50 secondary canals. Collected canal measurements and sediment samples for analysis for environmental and geotechnical parameters.

Several Miami Dade properties under DERM-14 Contract. Miami-Dade Aviation Department, Miami International Airport, Opa Locka Airport, Public Housing, Northwest Cargo Area, Miami, FL. Managed several projects that included delineation of petroleum, chlorinated solvent, and metals contamination at these properties. Installed several deep nested wells to delineate contamination in various zones of the aquifer. Multiple wells were installed in the vicinity of the runways, in the public right of way, and in the vicinity of residential areas. Currently overseeing the long-term groundwater monitoring activities.

Contamination Assessment and Remediation Contract (CAR), FDOT District 4. Managing CAR Contract that included several task orders for projects that require soil and groundwater assessment, dewatering treatment and management, and regulatory agency coordination. The projects are located in Broward, Palm Beach, St. Lucie, and Martin Counties.

Former Eaker Air Force Base Remediation, US Air Force, Blytheville, AR. Project manager for this performance-based remediation contract to obtain unrestricted closure for four former RCRA sites at the former Eaker AFB. The sites are contaminated with petroleum compounds, light non-aqueous phase liquid, chlorinated solvents, and arsenic. Services include remedial investigation, innovative remediation enhancements, contaminated soil removal, in-situ soil and groundwater remediation, GIS mapping and support, groundwater

modeling, and routine regulatory or remedial investigation, the groundwater remediation. Year Review Process.

Former Homestead Air Force Base Remediation, Homestead, FL. Deputy project manager for remediation contract to obtain unrestricted closure for four former RCRA sites at the former Homestead Air Force Base. Sites are contaminated with petroleum compounds, chlorinated solvents, and arsenic. Services include remedial investigation, innovative remediation enhancements, contaminated soil removal, in-situ soil and groundwater remediation, storage tank removal, GIS mapping and support, groundwater monitoring and support, groundwater remediation, and routine regulatory interaction. After successful completion of the remediation, the site is currently undergoing active groundwater remediation. Also responsible for performing

Remediation Engineering, Federal Aviation Administration (FAA), William J. Hughes Technical Center, Atlantic City, NJ. Remediation engineering task leader for operation and maintenance of treatment systems for approximately 5,000-acre CERCLA Superfund site at Areas B, D, 20A, 29, and Area 41. Assisted with operation and maintenance of the existing Central Treatment Plant (Pump and Treat System) to treat petroleum contaminated water. Provided innovative remediation enhancements, such as in-situ aerobic bioremediation of petroleum compounds and reductive dechlorination of chlorinated solvents, contaminated soil removal, vapor extraction, groundwater and soil investigations, GIS mapping and support, groundwater modeling, and routine regulatory interaction.

Blue Lagoon Post Office Site Assessment, Remediation, and Methane Collection System, US Postal Service, Miami, FL. Project manager/senior environmental engineer for contamination assessment at a facility constructed over a filled-in canal where lead was found in the soil above state cleanup levels. Work included soil and groundwater remediation activities and methane gas collection system design and monitoring. Currently, AECOM is performing natural attenuation monitoring and methane gas monitoring.

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Paul Moulton, PE

Engineering QA/QC

Areas of expertise

Water Resources
Engineering Design
QA/QC
Construction Management
Stormwater Pumping Stations
Municipal Treatment Systems

Education

BS, Civil Engineering, Northeastern University, 1975

Years of experience

47 total | 41 with AECOM

Training

40-hr FLUENT CFD Software

Registration

Professional Engineer: NH #04638
AECOM Lead Verifier – Process Mechanical and Pumping Stations

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Paul is a vice president in the Northeast Process Design Mechanical and Pumping Systems Technical Practice responsible for overseeing the AECOM Pumping Standards standards and master specifications, and designing systems, and chemical storage and feed systems. With over 45 years of experience, he specializes in systems, and force mains, and has provided design commissioning services for numerous facilities worldwide of the Hydraulic Institute as a standards partner and E110 committee.

Project specific experience

South Florida Water Management District, STA 1W Expansion 2, Palm Beach County, FL. Lead verifier for the mechanical design of three new stormwater pumping stations with capacities ranging from 500 cfs to 625 cfs, and two 40 cfs seepage pumps. Two of the pump stations include two (vertical wet pit axial flow pumps driven by 350 HP motors, and two (2) of the same type pumps driven by diesel engines. The third pump station has an additional diesel engine driven pump.

Rebuild By Design Flood Meadowlands Protection, New Jersey Department of Environmental Protection, Bergen County, NJ. Lead mechanical process engineer for two stormwater pumping stations, a 500 cfs pumping station for East Riser Ditch and a 50 cfs stormwater pumping station for Liberty Street.

Design Report for Water Forward Pump Stations on Lake Okeechobee, South Florida Water Management District, Various Locations, FL. Provided project engineering services for a feasibility study and subsequent basis of design report for water forward pumping stations at seven sites around Lake Okeechobee; flow rates measure from 135 cubic feet per second to 1,267 cfs (80 mgd to 760 mgd). Identified and evaluated several alternatives for each pumping station and developed mechanical design criteria for each site.

Paul Moulton, PE, Continued

Passaic Valley Sewerage Commission, Stormwater Pump Stations, Newark, NJ. Lead mechanical process engineer for three storm water pumping stations, 245, 105 and 45 cfs.

City of Hollywood, Membrane Softening Plant Expansion, Hollywood, FL. Lead mechanical process engineer for a 36-mgd reverse osmosis and membrane softening water treatment plant, including degasifiers and wet scrubber type off-gas odor control systems.

Iron Bridge Regional Water Reclamation Facility, City of Orlando, FL. Evaluating current treatment and management practices with intent to implement upgrades to meet future numeric nutrient criteria regulations.

USACE, Raymark Stormwater Pumping Station, CT. Lead mechanical process engineer for a 200 cfs stormwater pumping station axial flow pumps.

DC Water, Blue Plains Wastewater Treatment Plant CSO Facilities, Washington, DC. Lead mechanical process engineer for concept design for 500 mgd (775cfs) tunnel dewatering pumping system, 167 feet deep station and physical hydraulic modeling.

Wet Weather Facility Design, Newark, NJ. Lead mechanical process engineer for design of wet weather flow treatment facility with the city's approved CSO long-term control plan.

Reverse Osmosis Water Management Services, Hialeah, FL. Joint venture, provided construction management services for reverse osmosis water treatment facility for the City of Hialeah, Florida.

Old Norcross Road Pumping Station and Replacement Sewers, Gwinnett County, GA. Provided design and construction management services for the pump station and gravity sewer replacement project to manage excess flows in the Beaver Creek area and transfer the wastewater flows to the P...

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Tammy Karst-Riddoch, PhD

Lake Restoration QA/QC

Areas of expertise

Surface Water Management
Watershed Management
Lake Restoration
In-lake Technologies

Education

PhD, Aquatic Ecology and Paleolimnology, Queen's University, 2004
MS, Aquatic Ecology and Paleolimnology, Queen's University, 1997
BS, Biology (hons), Laurentian University, 1994

Years of experience

22 total | 6 with AECOM

Training

Low Impact Development Treatment Train Tool Workshop
Lake and Pond Phosphorus Inactivation and Interception Workshop

Certification

AECOM Certified Project Manager
AECOM Lead Verifier - Hydrologic & Hydraulic Modeling

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Dr. Karst-Riddoch is an accomplished senior aquatic research and consulting experience to the AECOM surface water and watershed management projects stakeholders across North America.

Dr. Karst-Riddoch specializes in the use of physical information to assess the responses of aquatic systems has expert knowledge of approaches to improve them including in-lake technologies, best management practices has used this knowledge to develop mitigation and issues while considering social, political, and economic concerns. Dr. Karst-Riddoch is the lead aquatic scientist on AECOM's Algae Mitigation Team, working on the development and implementation of innovative algae harvesting technology for the mitigation of harmful algal blooms.

Dr. Karst-Riddoch is well respected in the scientific community and has published 14 papers on limnology, hydrology, and ecology of lakes and wetlands, has acted as a peer reviewer of original research (Journal of Lake and Reservoir Management, Journal of Paleolimnology), and was qualified as expert witness with the Ontario Municipal Board for surface water quality and lake capacity assessment.

Project specific experience

Lake Restoration - Intact Cellular Algae Harvesting with Simultaneous Nutrient Export Demonstration Project, NFWMD, Lake Munson and Apalachee Regional Park Pond, FL. Technical lead on NFWMD's demonstration research project that used a 1 MGD Hydronucleation Flotation Technology (HFT) as a sustainable and environmentally safe lake management solution to address eutrophication and HABs in Leon County, FL.

Lake Restoration - Harmful Algal Bloom Mitigation and Nutrient Removal, SJRWMD, Lake Jesup, FL. Technical lead on the use of a barge-mounted algae harvesting system to treat areas of this large lake where drone imagery and other field observations indicate that algae blooms are more intense.



Tammy Karst-Riddoch, PhD, Continued

Lake Restoration - Lake Agawam Cyanobacteria and Microcystin Removal Demonstration, New York State Department of Environmental Conservation and Office of General Services, NY. Technical lead for overseeing monitoring activities, evaluating efficiencies and reporting on novel algae harvesting treatment technology (dissolved air flotation and ozonation) to remove cyanobacteria and associated toxins and nutrients from Lake Agawam. The treatment achieved greater than 95% removal of algae and reduced microcystin concentrations in effluent to below the US EPA drinking water standard.

Harmful Algal Bloom Interception, Treatment and Transformation System (HABITATS) Phase 2, USACE, Lake Chautauqua, NY and Saddle Creek, FL. Technical lead for the award-winning HABITATS Phase 2 research program, providing input to program design and responsible for performance data collection and analysis, AECOM project reporting, and technical review of the USACE ERDC report. The success of HABITATS was recognized by USACE and the *project received the 2020 USACE Innovation of the Year Award and the 2020 National Environmental Business Journal (EBJ) Award.*

Swan Lake Chemical Treatment for Cyanobacteria Blooms. Developed a chemical treatment plan for the application of polyaluminum phosphate to reduce phosphorus flux from the water body. The treatment reduced total phosphorus concentrations and provided evidence of harmful side effects.

Spring Creek Odor Study. Senior scientist investigating the causes of Spring Creek stormwater management system development of pond and wetland treatment systems and analysis and reporting, and implementation of measures to disrupt pathways causing odors.

Drinking Water Source Protection Study, Columbia, SC. Technical lead for the investigation of events due to Geosmin and 2-methylisoborneol in Lake Murray to inform source water protection planning and treatment plant upgrade needs.

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Appendix A-Key Personnel Resumes



Kelley Samuels, PWS, CERP

Phase I Feasibility Study Lead

Areas of expertise

Environmental Impact Assessment
Permitting
Due Diligence Evaluation
Environmental Monitoring

Education

BA, Environmental Studies, Rollins College, 1997

Years of experience

28 total | 28 with AECOM

Certifications

Ecological Restoration Practitioner (CERP) #0345
Professional Wetland Scientist (PWS) #2083
Florida Fish and Wildlife Conservation Commission:
Gopher Tortoise Authorized Agent: FL #33
AECOM Certified Project Manager
AECOM Lead Verifier – Environmental Impact Assessment
AECOM Lead Verifier – Industrial Process and Future Fuels

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Kelley is a Senior Ecologist, based in the Orlando, Florida office. She has over 28 years of experience as an environmental impact assessment professional, including ecological assessments of flora and fauna (primarily wetlands and wildlife) as they relate to linear corridor projects. Her expertise includes due diligence evaluation, and environmental monitoring. She has extensive experience in wetland delineation, and functional assessment of wetlands, utilizing the Uniform Mitigation Assessment Methodology (UMAM). She is an authorized agent of the Florida Fish and Wildlife Conservation Commission (FWC) for the state threatened gopher tortoise (*Gopherus polyphemus*). She has worked for the United States Fish and Wildlife Service to excavate and/or handle the species in Georgia, Mississippi, and Alabama.

Kelley has assisted in the delivery of federally funded projects that meet each aspect of NEPA requirements including managing interdisciplinary teams from project development through the permitting, implementation, and post permit compliance phases. Kelley has prepared environmental documents that meet the Tennessee Valley Authority, National Park Service, Department of Energy, Federal Energy Regulatory Commission, Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation Project Development and Environment Study and federal EIS/ EA requirements for millions of dollars of public investment.

Project specific experience

City of Cape Coral Neighborhood Parks, Lee County, FL. Seven neighborhood parks are being developed in response to the passage of a one-cent tax by the citizens of Cape Coral. During the project design phase, these parks were surveyed for listed species, wetlands, and other environmental factors. Project development included drafting a site-specific Bald Eagle Management Plan and Exotic Species Removal Plan per City Rules, and coordinating unavoidable impacts to natural resources with NOAA for Essential Fish Habitat (EFH), USFWS for consultation under both Section 10 and 7 of the ESA, USACE, SHPO, FDEP, and the SFWMD to obtain various permits to authorize construction.

Kelley Samuels, PWS, CERP, Continued

City of Fort Lauderdale Parks Bond and Parks and Recreation System Master Plan, Fort Lauderdale, FL. Providing professional design and permitting services and program management to support the implementation of the City of Fort Lauderdale's 2019 Parks Bond and Parks and Recreation System Master Plan. With an estimated value of \$176 million, the Master Plan is a long-range planning document that will guide the direction, development, and delivery of the city's park and recreation services for the next 10 years and beyond. Analyzed the existing conditions within each park to guide the design process and has procured permits to authorize construction for onshore and nearshore improvements from the USACE, FDEP and the SFWMD.

Big Cypress National Preserve Trail Heads and Turn Lanes EA, NPS, Collier, Miami-Dade and Monroe Counties, FL. AECOM was hired to assist the NPS with analyzing impacts that would occur as a result of improvements at eight trail heads and the construction of five turn lanes on US 41. Project manager of a multi-disciplinary team that evaluated overall impacts and led the natural resource impact assessment and documentation through the NEPA process including public scoping. During the NEPA process, analyzed impacts associated with a series of alternatives to water resources, wetlands, soils, floodplains, special status species, and wildlife. A Wetland Statement of Findings (WSOF) was developed in accordance with NPS policy to quantify the impacts, conduct a functional assessment, and develop a conceptual mitigation plan to compensate for unavoidable wetland impacts. The proposed improvements were found to result in a FONSI/EA class of action determination. Final engineering and permitting at the four trail heads identified as part of the preferred alternative commenced shortly after the environmental document was approved and continued to manage the permitting process. NPS requisite documents identifying the approach, methods, and results of wetland investigations were summarized in the following documents: Wetland Delineation Field Plan, Wetland Jurisdictional Delineation Report and a Conceptual Mitigation Plan Report. Site inspections were conducted with agency representatives to gain concurrence on the extent of wetland jurisdiction, the loss of

function, and the mitigation impacts and habitat occurrences including the wood stork (*Puma concolorcoryi*) and (*Antigone canadensis*). A Miami-Dade Department ERP was obtained from the USACE and was obtained from the USACE to secure funding and enable improvements recently on the Big Cypress National

Flamingo Master Plan and National Park, FL. Everglades National Park encompasses approximately 1.5 million acres of wilderness in North America. Flamingo, an International Biosphere Reserve, and a Wetland of

International Significance. Flamingo, the largest developed area within the Park, was severely damaged during hurricanes Katrina and Wilma in 2005. Prior to the hurricanes, Flamingo offered a wide range of visitor services. Much of this infrastructure was damaged or destroyed in the hurricanes, leaving a number of the facilities damaged beyond repair. With an increasing number of annual visitors and with capital expenditures required to open the shuttered facilities, NPS was in need of a framework and vision plan to guide the investment and improve the offerings to park visitors. As a result, AECOM was hired to prepare a Master Plan for the Park focused on the overall vision for Flamingo's redevelopment. Developed a set of sustainable principles suited to Flamingo's environment were developed, encompassing site design, building materials, energy management, water supply, waste prevention, "green" and regionally appropriate architecture, habitat restoration, wildlife protection, and visitor education and activities. The design team utilized an integrated approach to master planning incorporating agency guidelines, federal mandates and principles for resilient development. The incorporation of elements such as Low Impact Development and green products provided a higher performing park with reduced operations and maintenance costs. The Master Plan exemplifies the sustainable vision of the national park and will guide planning, design, construction, restoration, and use of Flamingo for the next 50 years.

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Kelley Samuels, PWS, CERP

Big Cypress National Preserve Trail Heads and Turn Lanes EA, Collier, Miami-Dade and Monroe Counties, FL. AECOM was hired to assist the NPS with analyzing impacts that would occur as a result of improvements at eight trail heads and the construction of five turn lanes on US 41. Project manager of a multi-disciplinary team that evaluated overall impacts and led the natural resource impact assessment and documentation through the NEPA process including public scoping. During the NEPA process, analyzed impacts associated with a series of alternatives to water resources, wetlands, soils, floodplains, special status species, and wildlife. A WSOF was developed in accordance with NPS policy to quantify the impacts, conduct a functional assessment, and develop a conceptual mitigation plan to compensate for unavoidable wetland impacts. The proposed improvements were found to result in a FONSI/EA class of action determination in August 2012. Final engineering and permitting at the four trail heads identified as part of the preferred alternative commenced shortly after the environmental document was approved and continued to manage the permitting process. NPS requisite documents identifying the approach, methods, and results of wetland investigations were summarized in the following documents: Wetland Delineation Field Plan, Wetland Jurisdictional Delineation Report and a Conceptual Mitigation Plan Report. Site inspections were conducted with agency representatives to gain concurrence on the extent of wetland jurisdiction, the loss of function, and the mitigation required to compensate for wetland impacts and habitat occupied by federally endangered species including the wood stork (*Mycteria americana*) and Florida panther (*Puma concolorcoryi*) and the state listed Florida sandhill crane (*Antigone canadensis*). A Class IV permit was obtained from the Miami-Dade Department of Regulatory and Economic Resources, an ERP was obtained from the SFWMD and an IP was obtained from the USACE within the schedule necessary to secure funding and enable the NPS to secure a contractor. Improvements recently opened and are being enjoyed by visitors to the Preserve.

Flamingo Master Plan and Design Program, NPS, Everglades National Park, FL. Everglades National Park encompasses approximately 1.5 million wilderness in North America. Site, an International Biosphere Reserve and International Significance Site, was severely damaged in 2005. Prior to the hurricanes, visitor services. Much of the infrastructure was damaged or destroyed in the hurricanes, leaving a significant number of annual visitors and with capital expenditures required to improve the offerings to prepare a Master Plan for Flamingo's redevelopment. The design team utilized an integrated approach to master planning incorporating agency guidelines, federal mandates and principles for resilient development. The incorporation of elements such as Low Impact Development and green products provided a higher performing park with reduced operations and maintenance costs. The Master Plan exemplifies the sustainable vision of the national park and will guide planning, design, construction, restoration, and use of Flamingo for the next 50 years.

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Fernando Navarrete, PhD, PE

Project Manager | Floodplain Management & Conveyance Design Lead

Areas of expertise

- Water Resources Engineering
- Conveyance System Design
- Stormwater Management Engineering and Design
- Surface Water Restoration
- Environmental Assessments
- Feasibility Studies
- Hydraulic and Hydrologic Modeling
- Groundwater Modeling
- Groundwater Monitoring

Education

- PhD, Ocean Engineering, Florida Atlantic University, 2001
- BS, Civil Engineering, UNAM-Mexico, 1992

Years of experience

29 total | 21 with AECOM

Registration

Professional Engineer: FL # FL 69999
 AECOM Lead Verifier - Levees

Dr. Navarrete has more than 29 years of experience in stormwater management, surface water restoration studies, hydraulic and hydrologic modeling, ground design of complex large water resource projects. Design construction management and administration, and

In addition, Dr Navarrete is well-versed defining scope, subconsultants, permitting, managing design schedule. Large civil design restoration projects, include the STA 1W SFWMD, among others.

In addition to his design experience, he has been the engineer of record as well as the project manager for construction management services (CMS) of water resources restoration projects. The combination of design field experience allows Dr. Navarrete to provide input to solve time critical issues that arise during design and construction. Some his clients include the SFWMD, FWC, City of Jacksonville, City of Oakland Park, City of Miramar, City of Miami, Broward County, Pratt & Whitney and Florida Power & Light.

Project specific experience

STA 1W Expansion 2, South Florida Water Management District, Palm Beach County, FL.
 Project manager and lead civil design engineer for design an EDC of the project including the preliminary studies and detailed H&H modelling of an 1,800-acre Stormwater Treatment Area (STA). Six alternatives were modeled with a Mike 11 1D Model to determine the best cell configuration for the STA. Based on the results from this model two alternatives were selected for further modeling with a 2D model. ICPR 4 was then used to select the preferred alternative and conduct the final modeling. Based on the H&H analysis the Expansion 2 the project includes two Inflow pump stations (500 cfs each), four 60" underground pipes to cross under a 500 ft wide canal, a 6.0-mile concrete lined connection canal, inflow, spreader, collection and outflow canals with the associated levees, culverts, spillways, gates, and weirs. The project also included the design of one outflow pump station (625 cfs). Pump station are equipped with emergency generators. Currently the project manage for the EDC services for this 200-million-dollar project.

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Fernando Navarrete, PE, PhD

LaSalle Street Drainage Improvements, City of Jacksonville, FL. Project manager and lead design engineer for the alternative delivery design build project for the repair, replacement, and installation of the main storm collection system within the historic San Marco's neighbourhood. The project includes the construction of a new 112 cfs pump station, storm water treatment units, as well as the installation of 5,557 linear feet of RCP drainage pipes sized between 15- and 60-inch diameter, and 570 linear feet of 48-inch diameter DIP forcemain discharging to the St. Johns River. The project also included review of the previous modeling effort and modeling or the pre and post conditions for permitting of the project.

Lakeside Ranch Stormwater Treatment Area STA-South, South Florida Water Management District, Martin County, FL. Project manager for the CMS for the second phase of the Lakeside Ranch STA which includes five stormwater treatment cells, inflow and outflow control structures, cast-in-place concrete culverts and over 9 miles of interior and exterior levees. The objective of the project is to manage flows for the restoration of the wetland's ecosystem. Managed the team to have a streamline team during normal construction activities with low demand of resources and augmented the team at times when the construction management required additional resources, this way he was able to successfully complete the project and keep the project on budget and on time. The project was constructed in conformance with SFWMD and USACE guidelines.

C-43 Value Engineering Study, South Florida Water Management District, Hendry County, FL. Project manager for a team of eight (8) experts in civil, geotechnical, structural, mechanical, and electrical engineering, scheduling and cost estimating. The team of experts conducted Value Engineering (VE) study for the District's Caloosahatchee River (C-43) Design Package 3 – required by the USACE. The value process follows the Value Methodology (VM) standard established by SAVE International. The study included the S-470 PS, S-483 Discharge Structure, Landowners Access Bridge, and Townsend Canal. The purpose of the study was to identify potential cost saving measures for life cycle cost and/or value-added improvements without sacrificing project design requirements. In order to accomplish these goals, a 5-day workshop was conducted to propose acceptable value alternatives to the on-going development of the Project. The Team identified 24 final cost saving ideas for cost

savings of over 4 million identified. Based on the a Engineering Study were expert and managed this

Teague Hammock Wetland Conservation Commission for Teague Hammock by the 1944 pre-drained cor properties and support na ecosystem restoration. T ICPR, to develop both Pr conditions for three differ alternative includes two r existing levees and roads culverts. The selected alt permitted working in clos USACE. AECOM was the Engineer of Record for the construction.

Deering Estate Flow Way and Pump Station, South Florida Water Management District, Miami-Dade County, FL. Project manager for the EDC services for this coastal wetlands restoration project. The purpose of the project is the Biscayne coastal wetlands ecosystem restoration by changing the discharges from a point discharge to a more spread discharge to the historical water path. The project included the extension of the C-100A Spur Canal, a 100 cfs pump station, a discharge pipe with an under-road crossing of Old Cutler Road and an outlet spreader structure. The project also included the construction of 2 acres of educational wetland. A pump analysis was conducted to determine the best configuration for the pump station to be able to use the available water flows from the C-100A spur canal as much as possible to hydrate the Biscayne Costal Wetlands. The architectural details were designed to be consistent with the surrounding area and sensitive to the historic significance of the Deering Estate. AECOM also represented the District with public involvement and stakeholder acceptance activities through coordination of meetings with federal, state and local regulatory agencies, governments, and NGOs. The project was successfully designed, permitted and constructed.

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Brian Mastin, PhD

Dredging and Wetland Design Lead

Areas of expertise

Feasibility Studies
 Treatability Studies
 Sediment Dredging Design
 Dewatering
 Wastewater Treatment
 Contaminated Sediment Remediation
 Dredged Material Management
 Watershed Resources
 Permitting
 Construction Management
 QA/QC

Education

PhD, Environmental Toxicology, Clemson University, 2004
 MS, Biological Sciences, University of Mississippi, 1998
 BS, Biological Sciences, Florida State University, 1991

Years of experience

27 total | 5 with AECOM

Certifications

AECOM Lead Verifier – Remediation Strategies

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Dr. Mastin is a senior construction/project manager with the-berm experience in the fields of remediation and dredging and dewatering, water and wastewater treatment and managed 100s of remediation projects for sediment, pesticides, PAHs, metals, mercury, and other water quality issues. He is currently the project manager for the BASF Hudson River (Kalamazoo River) projects. He is currently the project manager for the remediation of Bayou Chico for Escambia County,

Project specific experience

Bayou Chico Contaminated Sediment Management

Program manager and dredging and dewatering subject matter expert for multidisciplinary team to develop a remediation plan that can be implemented to cost-effectively restore Bayou Chico. Bayou Chico is a tidally influenced estuarine environment with a complex mixture of organic and inorganic contaminants (e.g., PAHs, PCBs, dioxin, and metals). The team is investigating, evaluating, and developing a practical and cost-effective risk-based remedial strategy to complete the work with consideration for safety, overall project performance (sustainability and resiliency), minimizing cost, constructability, and regulatory acceptability and compliance.

Hudson River Sediment Remedial Investigation/Feasibility Study/NRD, BASF

Corporation, NY. Technical advisor and dredging/dewatering subject matter expert for this complex site on the Hudson River, NY. Activities have included participating in legal strategy and regulatory negotiation sessions, preparation of work plans, conducting multiple sampling and analysis programs, preparation of site investigation, remedial investigation, and feasibility study reports, pilot study implementation, Natural Resources Damage Assessment negotiation, remedial design, and remedial implementation of a \$40M remedy. In addition to dredging, this project included installation of a 5-acre ecologically enhanced sub-aqueous capping system, as well as development and implementation of NRD settlement ecological uplift projects.

Engineering, Permitting, Design and Conceptual Development for Kirkwood Lake Dredging Project, Borough of Lindenwold, Township of Voorhees Camden County, NJ.

Program manager and dredging and dewatering lead. In accordance with the requirements of a pending USEPA Region 2 ROD for the Hilliard's Creek Superfund site for pre-design, treatability tests, permitting, engineering and design elements to remove soft sediments from Kirkwood Lake with the goal of enhancing accessibility and recreational functionality. Key design elements include evaluation of hydraulic dredging equipment, conveyance of the dredged sediments to

Brian Mastin, PhD, Continued

an off-site sediment dewatering area (SDA) several miles from the dredge prism, sediment dewatering strategies, treatment and discharge of water and off-site disposal/beneficial re-use of the dewatered sediments. The proximity of the lake to residential and sensitive ecological areas is a primary concern for conducting response action activities and informs the design of both the dredge activities and the SDA.

Berry's Creek Study Area, Operable Unit 2 of the Ventron/Velsicol Superfund Site, BCSA Cooperating Parties Group, Meadowlands NJ. Task manager and dredging and dewatering subject matter expert for a multidisciplinary team that performed pre-design investigation and treatability study tasks to inform the remedial design of dredging and dewatering (i.e., geotextile tubes and/or plate and frame presses) of Berry's Creek waterways and marshes. He also led a team to evaluate techniques for dewatering dredged or excavated waterway and marsh sediments including the addition of amendments (e.g., Portland cement) to stabilize materials to meet transportation and disposal requirements

Feasibility Studies and Designs for Contaminated Sediment Remediation in the Superior Slips, St. Louis River Area of Concern, Wisconsin Department of Natural Resources. RI/FS lead and dredging and dewatering SME for multidisciplinary team performed historical data reviews, bathymetric and geophysical surveys, sediment vibracoring, supplemental geotechnical sampling and treatability tests, refined conceptual site models and performed remedial alternatives analyses and conceptual designs for four contaminated slips. As the ecological and human health risk at each Slip were evaluated and impacted sediment delineated, remedial alternatives were screened and subsequently alternatives selected for further evaluation using criteria including short- and long-term effectiveness, implementability, regulatory approval, and cost. This effort required 50+ team members working in parallel to meet the expedited schedule as well as technical complexity of the field effort, potential COCs and engineering challenges associated with risk mitigation.

RI/FS/RA/RD for Morrow Lake Dam Emergency Gate Repairs and Sediment Release, Eagle Creek Hydropower/ Eagle Creek Program manager of a multidisciplinary team that investigated and assessed downstream risks associated with emergency gate repairs of Morrow Lake Dam. Due to the release of water and low pool elevation, sediment has occurred with subsequent erosion along the Kalamazoo River. Sampling upstream and downstream and extent of sediment impacts and release. The team has performed mitigation/control planning and beneficial use project actions to mitigate deposition, improve habitat and recreation of the river.

Publications/Presentations

Mastin B, Moore D, et al. (2013) Investigation and implementation of sediment remediation at the An-shun remediation site, Tainan City, Taiwan. Proceedings of the World Organization of Dredging Associations, WODCON XX, Brussels, Belgium
Mastin B (2011) Management of contaminated sediments: Sustainable alternatives. Sixth International Conference on Remediation of Contaminated Sediments, New Orleans, LA.
Otten M, Mastin B (2017) How to reduce and control costs on sediment dredging and capping projects. Ninth International Conference on Remediation of Contaminated Sediments, New Orleans, LA.
Mastin B (2012) Sediment is a Resource, Not a Waste. Harbors, Navigation, and Environment Seminar, American Association of Port Authorities (CMANC). Oakland CA.
Mastin B et al. (2011) Weston Solutions & US Army Corps of Engineers: Working Together Towards Sustainable Solutions. Dredged Material Assessment and Management Seminar, Engineering Research Development Center, USACE, Jacksonville FL.

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Laura Cherney

Environmental/NEPA

Areas of expertise

Ecology/Biology
 Coastal Resiliency
 Threatened & Endangered Species
 ESA Section 7 Consultations
 Environmental Regulations and Compliance
 Environmental Resource Permitting
 National Environmental Policy Act

Education

MBA, Executive Business Program, Florida International University, 2011
 BS, Environmental Engineering Sciences, University of Miami, 1998

Years of experience

26 total | 18 with AECOM

Certifications

AECOM Certified Project Manager
 AECOM Lead Verifier - Environmental Impact Assessment

Value to

28 years of wetland and federal, state

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Laura is a Senior Ecologist with more than 25 years of terrestrial wetland ecology, threatened and endangered compliance with the National Environmental Policy Act permitting on projects ranging from large-scale transportation projects. Laura has in-depth knowledge of federal, state, and local environmental laws and federal regulations including NEPA, Endangered Species Act, National Wetlands Act, Magnuson-Stevens Fishery Conservation and Management Act, Robert T. Stafford Disaster Relief and Emergency Assistance Act. Laura is skilled at managing projects, multidisciplinary teams, subconsultants, and project budgets. Laura has a background in project logistics and has also conducted government, corporate, and executive-level negotiations and has solid working relationships with clients and agency representatives.

Project specific experience

Defense Advanced Research Projects Agency (DARPA) Reefense Program, U.S. Department of Defense, Miami, FL. Project manager for a \$21M University of Miami-led research and development team awarded under DARPA's Reefense program that seeks to develop a hybrid engineered / biological reef-like structure as a wave-attenuating mitigation solution to coastal flooding and storm surge. The structures will be designed to adapt to sea level rise and increasing ocean temperatures over time. Coordinates project schedule, milestones, and deliverables across 11 different research organizations, 27 principal investigators, and leads monthly technical and financial reporting to DARPA. Coordinates multiple AECOM teams for engineering development of construction drawings and coordinating deployment including environmental permitting with federal and state regulatory agencies.

Environmental Regulatory Assessments, Confidential High-Tech Client, Nationwide.

Project manager for a national program to assist with the preliminary stages of site selection and due diligence activities for proposed sites located throughout the U.S. Conduct high-level desktop analyses utilizing existing publicly accessible databases and professional experience to identify site constraints and/or regulatory concerns. Site constraints analysis consider a variety of resources – biological (protected species and habitat), water (wetlands, jurisdictional waters of the U.S., floodplains), and cultural (above and below ground) — as well as preliminary information about local regulations and the general timing and requirements for each. Manages multidisciplinary teams throughout U.S. to provide quality client deliverables in an expedited timeline.

Laura Cherney, Continued

Districtwide Resilience Support, FDOT District 6, Miami-Dade and Monroe Counties, FL. Task work order lead providing resilience support on an as-needed basis to FDOT District 6 for current and future transportation planning efforts and roadway improvement projects, including support of the development of a Districtwide Resilience Guide as well as review of several Coastal Storm Risk Management (CSR) studies being conducted by the USACE in the South Florida region.

Colonels Island Terminal (CIT) Flood Mitigation Project, Georgia Ports Authority (GPA), Brunswick, GA. Lead NEPA specialist for mitigation project to reduce losses from coastal flooding and storm surge at the CIT, one of three terminals located at GPA's deepwater Port of Brunswick, the nation's second busiest port for import/export of automobile cargo. NEPA compliance ensured eligibility for FEMA hazard mitigation funding following \$245M in damages from Hurricane Matthew.

New River High School Living Shoreline Project, Florida Fish and Wildlife Conservation Commission (FWC), Broward County, FL. Project manager in support of conducting a topographic survey, soil and sediment sampling, and wetland delineation for the future development of the living shoreline. Ecological restoration project site contained an armored shoreline that was identified by FWC as having restoration potential.

Backcountry Access Plan, Wilderness Study EIS, National Park Services (NPS), Big Cypress National Preserve, FL. Deputy project manager/senior ecologist to facilitate public scoping meetings and serve as lead technical writer to support the preparation of an EIS for public review, and approval by NPS. The project aimed to develop a backcountry access plan for the Preserve that provides reasonable management guidelines for backcountry access and use, while protecting the Preserve's natural and cultural resources and providing for public enjoyment. The analysis focused on off-road vehicle trails, non-motorized trails, and a camping management approach. The plan also established a permanent route for the Florida National Scenic Trail and other hiking opportunities.

EIS to Evaluate the Eastern Collier Multiple Species Habitat Conservation Plan (HCP), U.S. Fish and Wildlife Service (USFWS), Collier County, FL. Project manager and technical author for the preparation of a third-party EIS evaluating a HCP for proposed large-

scale private land development in eastern Collier County. EIS evaluated USFWS action plan for Florida panther and 7 other species by the proposed project. EIS to meet deadlines set forth by the proposed project.

Navigable Waterway Management Project, City of Marathon, FL. Project manager for two years in support of the City's establishment of navigable waterways within the City of Marathon. Coordinate with the City's Marine Department for coordination with Marine Guard, FWC, FDEP, and application packages.

Assessment for Site Flooding and Shoreline Erosion at Radio

Transmission Site, U.S. Agency for Global Media, Office of Cuba Broadcasting, Marathon, FL. Lead senior ecologist to evaluate the extent of flooding and shoreline erosion at a radio communications site located in Marathon, the Florida Keys. Final engineering report provided recommendations and identified environmental issues associated with several options to mitigate shoreline erosion and enhance coastal resiliency against future sea level rise. Subsequent work anticipates implementing one or more of the recommended alternatives to adapt to climate change while being considering surrounding mangroves and other sensitive habitats.

Everglades National Park Environmental Assessment (EA) for Cape Sable Canals Plug Restoration, NPS, Monroe County, FL. Lead technical writer and deputy project manager that led the preparation of an EA and associated Finding of No Significant Impact for public review and approval by NPS. Proposed project would restore three earthen dams located in the backcountry of Everglades National Park in federally designated Wilderness Areas and would provide ecological restoration in the Cape Sable region by reversing man-made canal-induced saltwater intrusion and associated degradation of interior wetlands. As part of compliance with NEPA, identified and analyzed alternatives to avoid and minimize potential impacts to environmental resources, and evaluated mitigation measures to offset unavoidable impacts.

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Keith Stannard

Environmental/NEPA | Wetland Design | Permitting

Areas of expertise

Environmental Regulatory Issues
 Habitat Assessment and Impact
 Natural Community Mapping
 Wetland Impact Assessments
 Benthic Resource Assessments
 Mitigation Planning & Design
 T&E Species Impact Assessments
 Environmental Resource Permitting
 Coastal Resilience and Planning
 NEPA Studies/Compliance
 Construction Compliance/Oversight

Education

Graduate Studies, Coastal Zone Management and Marine Biology, NOVA, 1996
 BS, Biological Sciences, State of New York at Stony Brook, 1991

Years of experience

29 total | 24 with AECOM

Training

40-hr OSHA HAZWOPER
 OSHA 30-hr Construction

Certifications

Federal Energy Regulatory Commission
 FDEP Unified Mitigation Assessment Method
 TREEO T&E Species of Florida
 USACE Wetland Delineation Cert. Training
 FDOT Wetland Evaluation Technique (WET II)
 PADI Rescue Scuba Diver
 AECOM Certified Project Manager
 AECOM Lead Verifier – Environmental Impact Assessment
 AECOM Lead Verifier – Industrial Process & Future Fuels
 AECOM Lead Verifier – Ecological Management

Value to

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Keith has over 25 years of experience in conducting investigations required for environmental assessment sector projects including linear facilities (roadways, (industrial, residential, mixed-use) and special-purpose dams, flood management, maintenance dredging, an in-depth knowledge of federal, state and local associated agency procedures in relation to NEPA also has extensive experience with marine and terr wetland and upland mitigation; threatened and end ESA consultation.

Project specific experience

Wagner Creek / Seybold Canal Dredging, City of Miami, Miami-Dade County, FL. Permitting lead for applying for and obtaining the required environmental permits/mods. for the project through the Florida Department of Environmental Protection, Miami Dade County, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and the USACE for impacts associated with dredging of a contaminated waterway. Tasks also included environmental construction oversight including permit compliance, turbidity monitoring and protected marine mammal monitoring.

Marina Dredging Design Development and Permitting, ICWW Marina Dredging, City of Fort Lauderdale, FL. Environmental task lead for dredge design development, permitting and coordination with Florida Inland Navigation District (FIND) Waterways Assistance Program for deepening marina berths at City-owned Marina Facilities along Atlantic Intracoastal Waterway. Hydrographic, benthic and seagrass surveying, preliminary Essential Fish Habitat and Biological Assessments were conducted. Mitigation design and agency coordination for compensatory mitigation of potential impacts to observed paddle grass (*Halophila decipiens*) was also conducted.

Districtwide Miscellaneous Permitting Services Consultant, FDOT District 6, FL. Project manager for five consecutive 5-year contracts to manage environmental permitting activities and other environmental-related studies for various large and small-scale FDOT roadway improvement, new roadway, bridge replacement/rehab, boat ramp restoration and tunnel projects the FDOT District. Tasks include conducting seagrass/benthic resource surveys marine/freshwater wetland assessments; protected species surveys/assessments; federal, state and county agency coordination; environmental resource permitting, stormwater management

Keith Stannard, Continued

permitting; deep injection well permitting; sovereign submerged lands; wetland and T&E species mitigation; EFH Assessments; permit tracking; erosion control; plan reviews; dewatering permitting; water quality assessments; USCG bridge permitting; NEPA studies and in-house technical and administrative assistance.

DARPA, U.S. Department of Defense, Reefense Program, Miami, FL. Senior technical lead for a \$21M University of Miami-led research and development team awarded under DARPA's Reefense program to develop a hybrid engineered/biological reef-like structure as a wave-attenuating mitigation solution to coastal flooding and storm surge. The structures will be designed to adapt to sea level rise and increasing ocean temperatures over time. Includes deliverables across 11 different research organizations and 27 principal investigators. Assists with coordinating multiple teams for engineering development of construction drawings, leading the environmental permitting effort, and coordinating deployment of the reef. The Reefense program seeks to scale throughout the southeast region for similar structures to be deployed in support of coastal resiliency and planning.

Districtwide Data and Reporting NEPA/PD&E Consultant, FDOT District 6, FL. Senior technical lead for three consecutive 5-year contracts to manage NEPA/PD&E related tasks associated with various large and small-scale roadway improvement, new roadway, bridge replacement, and other projects throughout Miami-Dade and Monroe Counties. Tasks include managing and conducting project impact reviews, natural resource assessments, contamination assessments, Section 4(f) and socio-cultural effects studies, noise and air quality assessments, mitigation, coastal resilience support, and other activities/assessments for FDOT and producing the required documentation to facilitate environmental certification prior to construction. Tasks also include FDOT staff training, preparation and review of PD&E documents including technical reports, Reevaluations and other studies/evaluations as requested by the FDOT in conformance with NEPA/PD&E.

EIS, Eastern Collier Municipal Utility, Collier County, FL. Senior technical lead for the preparation of a third-party EIS evaluating a HCP for development in eastern Collier County to issue incidental take permits under the Endangered Species Act for the Florida panther and 7 other species by the proposed project. to meet deadlines set for

Cape Sable Canals Dam, Collier County, FL. Project manager for the preparation of an EA and solutions to canal-induced interior freshwater and brackish marshes in order to reestablish the natural function of the Matanzas River to a more natural state. FDOT, the Raulerson Canal, East Side Creek, and House and Slagle Ditches.

Districtwide Resilience Support, FDOT District 6, Miami-Dade and Monroe Counties, FL. Deputy project manager providing resilience support on an as-needed basis to FDOT District 6 for current and future transportation planning efforts and roadway improvement projects, including support of the development of a Districtwide Resilience Guide as well as review of several CSR studies being conducted by the USACE in the South Florida region.

Haulover Park Ecological Assessment, Miami-Dade County Parks, Recreation and Open Spaces Department (MDPROS), Miami Beach, FL. Technical advisor for improvements at the 22-acre Haulover Park, located on a barrier island. Improvements associated with the Master Plan include upgrades to the boat ramp, parking, and other amenities. Coordinated wildlife survey, mangrove/ wetland delineation, and benthic resource/ SCUBA survey (corals and seagrasses), environmental permitting, and associated reporting.

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Erica Harris

Resilience (Climate Change/Sea Level Rise)

Areas of expertise

- Coastal and Climate Change
- Risk Assessment
- Resilience
- Spatial Analysis
- Policy Planning
- Geographic Information Systems

Education

MS, Oceanography, Oregon State University, 2011
 BS, Geographic Information Systems and Spatial Analysis, 2008

Years of experience

16 total | 10 with AECOM

Value to

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Erica is a coastal and climate scientist specializing considerations into infrastructure planning and des resilience-building projects for a range of asset typ a blend of science, engineering, policy, and spatial collaborative projects focused on understanding an

Project specific experience

Lake Tarpon Crossing Water Main Replacement scientist assisting with the understanding of potent water main infrastructure. Erica facilitated a worksh discuss potential climate hazards and ways to address them in the project through an Envision criteria framework to support the long-term resilience of the project and surrounding community.

Climate Change Vulnerability Assessment and Adaptation Plan, City of Naples, FL. Project technical lead and project manager conducting a city-wide vulnerability assessment of public assets, including transportation assets, at risk to a suite of climate stressors (sea level rise, coastal storms, extreme heat, and precipitation). Key vulnerabilities identified will be used to inform the development of an adaptation plan to increase the long-term resilience of the City's built and natural infrastructure. As a part of this effort, Erica also leads a City working group, composed of representatives from each city department, so the plan reflected the City's priorities and maintains City ownership.

MacDill Military Installation Resilience Review, Tampa Bay Regional Planning Council, Tampa, FL. Technical lead and project manager for a resilience review to identify risks, hazards, and vulnerabilities at the installation and within adjacent communities that may impact the ability of the military to carry out missions at the MacDill Air Force Base. Erica also leads the development of potential solutions and targeted investments to mitigate potential hazard impacts. This project involves a strong technical and policy stakeholder engagement process to promote actions that are driven by regional priorities.

Sustainability Action Plan, Pinellas Suncoast Transportation Authority Pinellas County, FL. Resilience task lead for the development of a Sustainability Action Plan (SAP). The SAP builds on past sustainability goals, strategies, and an implementation roadmap to identify projects and aspirational goals for sustainable operations of the county's public transportation system. Tasks included facilitating interviews with key PSTA stakeholders to gather baseline

Erica Harris, Continued

information needed to develop metric-oriented targets for resilience, energy, water, waste, criterial air pollution, and greenhouse gas emissions.

Waterfront Shoreline Enhancement Plan, City of Miami, FL.

Coastal scientist and technical lead developing a set of prioritized set of nature-based shoreline enhancement projects that can be applied to Miami's different shoreline typologies. Tasks include coordinating with the City, The Nature Conservancy (TNC), and key stakeholders to identify prototype locations, developing a menu of shoreline strategy options, prioritizing strategies based on evaluation criteria, and developing design alternatives to be considered for each site.

Sea Level Rise Vulnerability Assessment and Adaptation Plan, City of Miami Beach, FL.

Project manager and technical lead conducting a city-wide update to a 2016 vulnerability assessment of public assets to sea level rise hazards. Updates include revisions to evaluated critical assets and sea level rise scenarios to comply with the Resilient Florida program. The project will also include enhanced public engagement to inform the plan and visual tools to assist the City with communicating sea level rise risk and potential solutions.

PortMiami Sea Level Rise Vulnerability Assessment and Adaptation Plan, Miami, FL.

Technical lead developing a sea level rise vulnerability assessment and adaptation plan to increase flood resilience of port assets and operations. The project will identify key vulnerabilities of port infrastructure through the coming century and culminate with an adaptation plan and design guidance to incorporate sea level rise and coastal storm considerations into the design of individual projects.

Business Case for Resilience, Southeast Florida and Tampa Bay, FL.

Coastal and climate scientist contributing to the economic evaluation of potential flood risk and exposure versus the cost of potential adaptation for Southeast Florida and Tampa Bay communities. Technical lead for selection of sea level rise and water level scenarios and development of high-level adaptation strategies that provide regional flood protection against future conditions.

Shoreline Study, NASA, Kennedy Space Center, FL.

Climate and coastal scientist performing shoreline change and dune erosion modeling due to sea level rise and coastal storms along the Kennedy

Space Center's Atlantic and Gulf of Mexico shorelines. Results were used to inform resilience solutions

Promoting Nature-Based Mitigation Grants, The Nature Conservancy, Various Locations.

Key contributor to the development of a guidebook for communities to assist in pursuing funding through FEMA's Hazard Mitigation Assistance (HMA) program. The guidebook includes projects aimed at reducing vulnerability to hurricanes and wildfires) and enhancing community resilience using nature-based solutions. Erica also served as a technical advisor to apply the guidebook for other communities.

Climate Change Assessment Project, Miami-Dade County, Florida.

performing a high-level climate change vulnerability assessment for the South Corridor Bus Rapid Transit Station to SW 344th Street in Florida City. The project includes upgrades to the 20-mile busway by constructing 14 BRT stations and rehabilitation of two terminal stations. For long-term viability of the busway, climate change impacts (e.g., extreme flooding and heat) and sustainability considerations are being implemented in the project design. The Envision infrastructure rating system is being used as a guiding framework to evaluate and rate the project on its long-term resilience and community, environmental, and economic benefits to the region.

Statewide Resiliency Plan, Texas Department of Transportation (TxDOT), TX.

Project technical advisor evaluating the vulnerability and risk of the statewide multimodal transportation system to extreme weather events and cyber security threats. The plan also includes the prioritization of projects to reduce risk of the transportation network and developing a foundational framework for stakeholders to consistently incorporate resilience into transportation planning.

Coastal Chapter Hydraulic Design Manual, TxDOT, TX.

Key contributor developing updated content for the TxDOT Hydraulic Design Manual (HDM) Coastal Chapter. This new chapter of the HDM provides procedures recommended for analyzing and designing resilient roadway infrastructure in the coastal environment. As a follow-up task to the project, Erica also led the content development of a train-the-trainer workshop to provide guidance for TxDOT district offices on how to use the updated HDM Coastal Chapter.

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Joe Ruperto, PE

Hydraulic Modeling

Areas of expertise

Water Resources Engineering
 Dam Safety Planning
 Floodplain Management
 Hydrologic and Hydraulic Studies and Modeling
 Stormwater Management System Design
 Wetland Mitigation Design
 Surface Water Permitting

Education

BS, Mining Engineering, University of Pittsburgh, 1980

Years of experience

41 total | 32 with AECOM

Registration

Professional Engineer: FL #46693

Certifications

AECOM Lead Verifier – Flood & Natural Hazards
 AECOM Lead Verifier – Dams & Hydropower

Joe serves as a project engineer and consultant for AECOM with a strong regulatory background in the field of stormwater management. He is a technical expert in the Water Resources engineering disciplines of hydrology, hydraulics, stormwater management planning, management systems design and plan preparation. He has completed studies, bridge scour analysis and dam failure analysis projects both domestic and internationally.

Project specific experience

Floodplain Assessment for New Development, Agora Edge, St. Petersburg, FL

Assessed potential floodplain impacts due to construction of a new building and associated earth fill within the Emerald Lake Basin in St. Petersburg, FL. Using the City's latest Group 3, ICPR4 Model and associated GWIS database, conducted model studies of existing versus proposed conditions to estimate 100-yr floodplain impacts. The proposed 7.41 ac Agora Edge subbasin area is to be located within the 125-acre Emerald Lake AE Flood Zone. Using a GIS developed for the project, floodplain storage within 6 subbasin areas was modified to reflect proposed fill placement. A comparison of node stages within the Emerald Lake AE Flood Zone was conducted to assess potential impacts for estimated flood stages.

Conservation Effort (PACE) Alternative Analysis Project, Southwest Florida Water Management District (SWFWMD), Pithlachascotee-Anclote, FL

Project engineer responsible for the development of a HEC-RAS unsteady-flow hydraulic model for a 19-mile-long segment of the Anclote River that was used to develop and assess flood improvement alternatives throughout the basin. Integrated three watershed models to facilitate their use as a tool in planning water quality improvement and flood mitigation projects. This effort included the development and assessment of alternatives to improve flooding conditions at several locations throughout the study area. Proposed flood improvements include a detention reservoir, channel improvements and bridge replacement. Also responsible for the development of construction cost estimates and Benefit-Cost Analysis for the various BMP flood control alternatives developed for this project.

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Value to

41 years of
 management
 environmental
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Joe Ruperto, PE

Stormwater Management Systems, Raymond H. Neri Community Park, Pinellas County, FL. Project engineer responsible for the design of stormwater management systems to serve the 12-acre park facilities. Provided comprehensive park design and permitting services. Stormwater BMPs were designed to meet regional and local water quality and management requirements.

Lake Seminole Hydraulic Dredging Restoration, Pinellas County, FL. Provided site civil services related to the design and permitting of the 26 acres above grade impoundment. Material dredged from the lake was proposed to be stored in an above grade impoundment located on the east side of the lake, which is located directly adjacent to residential areas and school facilities. Project engineer responsible for design and dam safety elements of the project including determining embankment freeboard requirements and dam failure flood boundary mapping to meet state and local regulations.

Lake Manatee Dam Spillway Rehabilitation, Manatee County, FL. Provided engineering design services for rehabilitation of the spillway system and various other features of their water supply reservoir. Project engineer responsible for preparation of the designs for approach channel and outlet channel revetment systems, preparation of construction plans and specifications, developing written reports to document design studies and results, and providing the review of contractor shop drawing in support of construction services also being offered.

Districtwide FEMA Risk MAP Lower Ochlockonee Watershed Project, NFWFMD, FL. Project engineer for the FEMA Risk MAP regulatory and non-regulatory product production for the Lower Ochlockonee Watershed. Included H&H modeling and QA/QC of H&H models by others for the Ochlockonee River and tributaries in portions of Gadsden, Franklin, Leon, Liberty and Wakulla Counties within the Lower Ochlockonee Watershed.

Digital Flood Insurance Rate Map (DFIRM) Development Project, FEMA, FL. Project engineer responsible for the technical aspects of the floodplain assessment and boundary determination required in support DFIRM development for previously unstudied areas within the north Florida region including Escambia, Walton, Holmes, Bay, Jackson, Calhoun, Gadsden, Wakulla, Jefferson, Madison, Suwannee, Hamilton, Bradford and Levy Counties. Hydrologic studies (statistical and computer modeling) were conducted to determine flows for a series of

flood frequencies. Hydraulic model studies were developed using survey and other available data so water surface elevations were used to plot floodplain boundary. Study results and mapping (FIS) reports, which were developed for each county conducted to FEMA's guid

Itchepackesassa Creek Flood District, FL. Project engineer hydraulic models to determine the severity of flooding along a of alternative measures to assessed based upon their report documenting the results with USACE guidelines.

Amazon Air Gateway Phase 1.5 Air Cargo Development, Lakeland Linder International Airport, Lakeland FL. Project engineer responsible for the design and environmental permitting (ERP) of the stormwater management system to serve an expansion of Amazon's cargo handling facility at Lakeland Linder Airport. The Airport's Stormwater Master Plan ICPR3 model was used as a basis for the design of a stormwater management system to serve the proposed facilities. Revisions and additions to hydrologic and hydraulic elements were implemented in the model in the design of a stormwater management system to comply with Water Management District, City and FAA water quantity and quality management regulations. The system was approved, and an ERP was issued in 2022.

SR 75 (US 231) Bridge Over Mill Bayou, FDOT District 3, Bay County, FL. Provided engineering design services for the widening of a portion of S.R. 75 (U.S. 231) from its intersection with S.R. 30A (U.S. 98) to Pipeline Road, a distance of approximately 5.4 miles, in Bay County, Florida. Project engineer responsible for preparation of bridge hydraulic design and documentation reports (BHR) for the bridge over Mill Bayou. Work carried out as part of this project included conducting hydrologic and hydraulic studies in support of bridge modification design and preparation of BHR's per FDOT requirements including bridge scour estimates and scour countermeasure designs. Prepared and submitted Bridge Hydraulic Reports and required design documentation to FDOT, District 3.

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Model studies were developed using survey data and other available data so water surface elevations were used to plot floodplain boundary. Study results and mapping (FIS) reports, which were developed for each county conducted to FEMA's guidelines.

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Russell Pratt, PE

Stormwater/Floodplain Management

Areas of expertise

Stormwater Drainage Systems
 Stormwater Analysis
 Wetland Mitigation Design
 Hydraulic Computer Modeling
 Master Planning
 Hydrology
 Construction Management

Education

BS, Civil Engineering, University of South Florida, 1994
 BBC, Building Construction, University of Florida, 1987

Years of experience

29 total | 28 with AECOM

Registrations

Professional Engineer: FL #54580; GA # PE036215

Certifications

Level II Certified Erosion and Sediment Control Specialist: GA #63833
 AECOM Lead Verifier – Stormwater Management

Value to
 29 years of
 analysis,

Russell has 29 years of experience as a drainage engineer for stormwater drainage systems for a wide variety of and wetland mitigation design. As a technical expert in stormwater drainage and detention, hydraulic computation, bridge scour analysis, and permitting. Russell's engineering skills are greatly enhanced by his earlier experience in environmental laboratories and construction management.

Project specific experience

30th Avenue and 29th Street North Storm Drainage Improvements, St. Petersburg, FL. Project manager for the drainage area associated with this drainage project encompasses approximately 71 acres and discharges into Bayboro Harbor in Tampa Bay. Prepared plans and obtained necessary permits for the design of 4,200 feet of new 72-inch stormwater pipe along 30th Avenue North, 28th Avenue North, and 29th Street North, associated stormwater inlets, collection piping, and a Suntree nutrient separating baffle box (water quality LID application) to alleviate flooding during significant storm events in a densely populated area of both residential and commercial properties. Also obtained a CSX railroad permit for jack of the proposed 72-inch stormwater pipe under a CSX railroad crossing. Major tasks performed included project development/feasibility report, field review and data collection, subsurface utility location/verification, survey of site, preliminary design, modeling and drainage calculations, 30% design, utility coordination and adjustment, SWFWMD environmental permitting, agency coordination and submittals, CSX Railroad permit submittal, erosion and sediment control plans, 60% design, 90% design, 100% design, final design and construction phase review. Milestone submittals with cost estimates were provided. Reviews with City's Project Manager were held at milestone submittals. Also included construction services including pre-bid meeting, bid review, pre-construction meeting, shop drawing review, periodic construction inspection and SWFWMD as-built certification.

Hydrilla Lake Drainage Improvements, Polk County, FL. Project manager and engineer of record, for a drainage improvement at the Tenoroc Public Use Area (PUA) owned and managed by the FWC. Work included storm sewer system designs, culvert designs, open channel design, and shoreline restoration. Tasks included hydrologic/hydraulic modeling, construction plan preparation, cost estimates, specifications, and preparing environmental resource permits with the SWFWMD and FDEP.

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Russell Pratt, PE

Timber Oaks Drainage Improvement Project, Pasco County, New Pasco County, FL. Project manager and engineer of record responsible for executing and managing the preliminary design services, final design services and limited construction phase services associated with designing regional stormwater ponds at the former Timber Oaks Golf Course. The area is within a closed drainage basin with no outfall up to and including the 100-year, 24-hour storm event, so the conceptual designs for the wet retention ponds were large enough to contain the 100-year, 24-hour storm event. Major tasks included preparing a detailed hydrologic/hydraulic model with the ICPR computer program for a drainage area encompassing approximately 834-acres, preparing conceptual construction plans, determining environmental permitting constraints and requirements, preparing probable construction estimates and preparing a feasibility report. The feasibility study was formally presented to the Pasco County Board of County Commissioners and the public in a public forum. Final services included preparing a final set of construction plans and specifications, an Environmental Resource Permit Application (ERP) to the FDEP, overseeing the preparation of a site assessment to determine the horizontal and vertical extents of arsenic contamination in the soil, and performing limited construction phase services.

Roosevelt Creek Channel No. 5 Drainage Improvements, Pinellas County, FL. Project manager and engineer of record, for a drainage improvement at the Tenoroc PUA owned and managed by the Florida FWC. Work included storm sewer system designs, culvert designs, open channel design, and shoreline restoration. Tasks included hydrologic/hydraulic modeling, construction plan preparation, cost estimates, specifications, and preparing environmental resource permits with the SWFWMD and FDEP.

Drainage Improvement Projects, Hillsborough County, FL. Project manager for two drainage design projects for Hillsborough County identified as East 23rd Avenue Drainage Improvement, and Lambright Road Drainage Improvement, for which served as the engineer of record. Work included storm sewer system designs, culvert designs, open channel design, detention pond design, and water quality

improvement design. Tasks included hydrologic/hydraulic modeling, construction plan preparation, specifications, and preparing SWFWMD.

Providence Lake Drainage Improvement Project, Hillsborough County, FL. Engineer of record for the design of a drainage improvement project to correct roadway flooding in eastern Hillsborough County. The project included a closed storm sewer system extending approximately 2,000-feet with a 10' x 4' pipe, which was converted into a boat basin connected to the existing storm sewer system. The design included preparing a final set of construction plans and specifications, an Environmental Resource Permit Application (ERP) to the FDEP, overseeing the preparation of a site assessment to determine the horizontal and vertical extents of arsenic contamination in the soil, and performing limited construction phase services.

SE Quad Drainage Improvement Project, Savannah / Hilton Head International Airport, Savannah, GA. Engineer of record for the preparation of a stormwater master plan of the southeast quadrant of the Airport, which encompasses approximately 450-acres. The purpose of the plan is to develop a stormwater management system to serve approximately 25-acres of impervious area associated with future development for at the Airport. Work included developing existing and proposed stormwater models using the ICPR computer program, designing a stormwater management system comprised of approximately 2,000 feet of underground storm sewer pipe ranging in diameter from 48 to 66 inches and two interconnected wet detention ponds to treat and attenuate stormwater runoff from the 450-acre contributing drainage area. The proposed stormwater management system was designed to meet permitting criteria established by the City of Savannah.

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Ravi Damera, PE, BCEE

Sediment Treatability

Areas of expertise

- Civil Engineering
- Environmental Engineering
- Feasibility Studies
- Treatability Studies
- Sediment Dredging Design
- Contaminated Sediment Remediation
- Dredged Material Management
- Water Resources
- Permitting
- Construction Management
- QA/QC

Education

MS, Civil/Environmental Engineering, University of Maryland at College Park, 1993
 BA, Civil Engineering, Nagarjuna University, India, 1986

Years of experience

33 total | 19 with AECOM

Training

40-hour OSHA HAZWOPER
 8-hour OSHA HAZWOPER Refresher

Registrations/Certifications

Professional Engineer: MD # 22436, CT #PEN.0022689, VA #0402037854; DE #13673
 Board Certified Environmental Engineer, American Academy of Environmental Engineers
 AECOM Certified Project Manager
 AECOM Lead Verifier - Contaminated Sediments & Waterway Restoration

Value to
 33 years of
 complex,

Ravi has over 30 years of experience in civil and environmental engineering with numerous investigations and remediation projects and permitting of navigational and environmental dredging and management in several states along the Eastern Seaboard performing site investigations, feasibility and treatability studies, hazardous waste management; water resources planning, capping, and management; preparation of project plans, cost estimates, schedules, technical specifications and construction management and QA/QC.

Project specific experience

Sediment Dredging and Remediation - Wagner Creek and Seybold Canal Restoration, Miami, FL. Senior engineer and technical reviewer responsible for reviewing dredge plans for four locations under highway bridges as part of Phase 2 remediation. Reviewed design drawings and verified dredge quantities calculated by the surveyor.

Bayou Chico Contaminated Sediment Management, Escambia County, Pensacola, FL. Preliminary Design Investigation (PDI) lead for this complex remediation/restoration planning project. Impacted portions of Bayou Chico involve 235 acres of tidally influenced estuarine environment with a complex mixture of organic and inorganic contaminants (e.g., PAHs, PCBs, dioxin, and metals). The PDI activities include sample collection and analysis, risk assessment, hydrologic modeling, bathymetric surveys utilizing an innovative geophysical suite to determine muck quantities, and installing sediment traps to estimate sediment accumulation rates.

Hudson River Sediment Investigation and Remediation, BASF, Rensselaer, NY. Technical advisor at various stages of this project. The project includes an RI/FS and remediation by dredging of approximately 39,000 CY of PCB and VOC impacted sediment, including sediments subject to TSCA regulation, extensive dewatering and odor control systems.

Intake Dredging Design, Confidential Paper Products Company, Mehoopany, PA. Serving as Project Manager for the pre-design investigation (PDI), treatability studies, dredging and dewatering process design for sediments accumulated around the plant intakes in Susquehanna River. The project included beneficial reuse evaluation for dredged sediments. Dredging design involved a combination of mechanical dredging and diver-assisted dredging to avoid impacts to the operating intake pipes.

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Ravi Damera, PE, BCEE

Kirkwood Lake Superfund Site, Lindenwold & Voorhees Township, NJ. PDI task lead responsible for topographic surveys, bathymetric surveys, soil borings, sediment sampling, geotechnical testing, inspection of existing structures on water, and dewatering treatability studies. This project involves dredging design to remove approximately 100,000 CY of metals contaminated sediments from 25 acres of the lake, dewatering & disposal, and restoration. Directed preparation of work plans and summary reports for submittal to USEPA and NJDEP.

RI/FS and PDI, Pepco Benning Road Facility, Washington, D.C. Project manager and lead engineer for CERCLA like RI/FS of the facility including a comprehensive investigation of the 77-acre landside service center facility and sediment quality investigation within approximately 0.75 miles of the Anacostia River adjacent to the facility. The RI program included multiple phases of sampling collecting nearly 2,000 samples and horizontal and vertical delineation of PCB, PAH and metals impacts in sediments. Conducting feasibility and treatability studies and completed a comprehensive PDI involving bathymetry and topographic surveys; hydraulic, hydrologic and sedimentation data collection; seepage measurements; ecological surveys; sediment stability/erodibility assessment; and dewatering treatability studies for mechanically and hydraulically dredged sediments. Remedial alternatives will be developed as part of the FS.

Money Point Sediment Remedy Design - Elizabeth River Project, Confidential Client, VA. Lead engineer and project manager for sediment dewatering/handling treatability studies employing various amendments such as cement, lime, cement kiln dust and polymers. Performed quality control reviews of remedial design, bid documents, and cost estimates for dredging ~80,000 CY and sand capping of sediment impacted by primarily by PAHs and metals from former wood preserving operations.

Anacostia River Sediment Project, Joint Defense Consulting, Washington, D.C. Remediation consulting lead and a key member on the Joint Defense project representing two different clients. The Anacostia River Restoration is a high-profile, District of Columbia initiative with an ambitious goal of making the River "fishable" and "swimmable" by 2025. As part of the consultant group, advocated for Adaptively Managed Remedial Strategy for this 9-mile urban river contaminated with PCBs, PAHs, metals, and pesticides and

uncontrolled upstream sources. RI/FS documents and multiple presented alternative views. Working Group meetings to help clients identify potential remediation.

Design/Build Environment, Cambridge, MD. Project mechanical dredging of 6 from a tidal creek, excavate soil from the land parcels disposal of dredge spoils UST at the dock, demolition replacement bulkhead, etc. The project employed in such as environmental bioremediation. Performed/managed sediment sampling, civil surveys, structural integrity evaluation, and sediment dewatering treatability studies. Obtained permits from MDE tidal wetlands division, USACE, Dorchester Soil Conservation District and the City of Cambridge. Prepared cost estimates, bid specifications, and procured dredging contractor.

Dredging Design Services, U.S. Coast Guard (USCG), Multiple Facilities, NJ, MD, NC, VA. Project manager and engineer of record (for MD, VA facilities only) for dredging design, environmental sampling and permitting services to dredge boat basins, moorings and/or approach channels to USCG stations. Project locations included:

- Station Barnegat Light, NJ
- Station Still Pond, Station Annapolis, and Ship Yard Approach Channels, MD
- Station Little Creek, VA
- Base Elizabeth City, NC three sites

Tasks include hydrographic surveys; site survey reports; sediment sampling/analysis and reporting; state and USACE permits; Coastal Zone Management consistency; SHPO determinations; disposal site determination, evaluation of beneficial reuse of dredge spoils, design of mechanical and hydraulic dredging processes, preparation design submittals.

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Rhonda Walker, PE

HUD/Grant Management Specialist

Areas of expertise

- Disaster Recovery
- Federal Compliance
- Project Development Planning
- Civil Engineering
- Environmental Engineering
- Budget Control
- Hazard Mitigation

Education

BS, Civil Engineering, Purdue University, 1999

Years of experience

24 total | 24 with AECOM

Training

- FEMA Grants Manager
- FEMA Program Delivery Manager
- FEMA 406 Mitigation
- Cost Estimating Format
- Public Assistance Operations (I and II)

Registration

Professional Engineer: FL #64965

Rhonda has 24 years of experience in disaster recovery, development, planning, civil and environmental engineering, contract management, contracts, and budget control systems. Her projects include deployments working with both Applicants and grantees as a (PDMG) PA Crew Leader, 406 Hazard Mitigation Specialist, and project closeout. Rhonda has supervised Disaster Recovery projects for people while managing more than \$2B in damage. Her experience includes light to heavy horizontal projects such as roads, bridges, as well as light to heavy vertical projects such as wastewater treatment facilities, schools, universities, hospitals, and government facilities.

Project specific experience

American Rescue Plan Act (ARPA) Grant Compliance, City of Detroit, MI. Compliance lead providing expertise in federal policy and compliance for Department of the Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds and 2 CFR Part 200 Uniform Administrative Requirements. Supporting the City with compliance oversight during project scoping, procurement, project delivery and closeout of over \$800M in eligible projects. Working closely with Office of Chief Financial Officer, Office of Development and Grants, Office of Contracting and Procurement, and Office of Departmental Financial Services. Promoting optimization and maximizing funding while supporting equity and diversity in the use of the ARPA funding. Tasks also include evaluation of expenditure categories, developed procurement compliance, and facilitating federal reporting to the Department of Treasury.

Sheltering and Temporary Essential Power (STEP) Pilot Program, The Virgin Islands Housing Finance Authority, USVI. Subject matter expert for FEMA Policy and Compliance for the Virgin Islands Housing Finance Authority's (VIHFA) STEP program following Hurricanes Irma and Maria in 2017. Assisted in cost reasonable analysis and reporting to support the closeout of over \$600 Million in Phase 1 Basic STEP and Phase 2 STEP-R Roof Hardening Programs which allowed for emergency repairs to individual homes to allow homeowners to stay in their homes until permanent repairs could be completed. The program was initiated and managed by VIHFA and eligible for FEMA Public Assistance under Cat B Emergency Protective Measures.

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Rhonda Walker, PE, Continued

Hurricane Disaster Relief (DR-4339), Federal Emergency Management Agency, Puerto Rico. Program delivery manager. Managed multiple Applicants as part of FEMA’s Federal Delivery Model for Public Assistance. Teams’ FEMA policy advisor. Applicants included multiple private non-profit organizations as well as several Houses of Worship. Gained experience working with FEMA’s Grants Manager platform.

Hurricane Disaster Relief (DR-4277), FEMA, LA. Public assistance crew leader supervising a team of project specialists assigned to work with local Parishes and State agencies. Projects included emergency protective measures, buildings, utilities, wastewater treatment plant. Completed projects for the Public Assistance Alternative Procedures (PAAP) program and performed the cost estimates for repair and mitigation.

Hurricane Disaster Relief (DR-4277), FEMA, LA. Project specialist working with parks and city utilities on large multi-site (5-32) projects. Projects included emergency protective measures, utilities, wastewater treatment plants (WWTP), park recreation structures, and park and playground exterior facilities. Completed projects in multiple categories totalling \$4M. Wrote Hazard Mitigation Proposals (HMP) for elevating mechanical equipment, wet-flood proofing of buildings and deepening an equalization basin at WWTP.

Hurricane Disaster Relief (DR-4085), FEMA, NY. Project specialist working with State Parks on Long Island and the Hudson River Park Trust as well as smaller agencies. Projects included emergency protective measures, historical buildings, beach front structures, utilities, piers and docks, and picnic facilities. Completed 58 projects in multiple categories totalling \$180M. Completed estimates for repair and mitigation. Gained experience regarding structures in Coastal Barrier Resource Area (CBRA) Zones working with waterfront parks. Wrote HMPs for elevating mechanical and electrical equipment, and minor wet-flood proofing of buildings.

Hurricane Disaster Relief (DR-603-1807), FEMA, LA. 406 hazard mitigation specialist responsible for providing technical assistance for more than 100 HMPs. Provided technical assistance for more than 100 HMPs. Provided technical assistance for more than 100 HMPs. Wrote and/or reviewed HMPs including new construction, wet-flood proofing, functional space out of flood zone, flood control, and construction of flood control structures. HMPs for construction of flood control structures, elevation of mechanical/electrical equipment, and provision of environmental control for a combined \$12.5 MM.

Hurricane Disaster Relief (DR-603-1809), FEMA, FL. Closeout Specialist for large projects written following the 2004 and 2005 hurricane season in Florida. Reviewed and validated closeout documentation as force account labor (timesheets, work logs, payroll), equipment usage logs, material usage, and invoices. Reviewed contracts, permits and associated documents and completed required documentation for closeout of large projects in each Category.

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Felipe Poletto

Cost Analysis/Scheduling

Areas of expertise

- Construction Management
- Project Controls
- Design/Construction CPM Schedules
- Construction Cost Estimates
- Change Orders Negotiations

Education

BS, Civil Engineering, University of Florida, 1997

Years of experience

16 total | 7 with AECOM

Certifications

- Air Traffic Skills Assessment
- Stormwater Compliance and Stormwater Pollution Prevention Plan

Value to

Provides construction scheduling estimating

Felipe has experience in construction management controls, right-of-way, and cost estimating for different international and municipal airports. He is currently scheduling practice for the Florida Region responsible schedules for the many Departments of Transportation Department of Defense clients, include U.S. Air Force Command Southeast. He draws on his previous re-administration throughout the construction process the Critical Path Method (CPM) baseline schedule with subcontractors and suppliers, reviewing submittal procurement, quantity tracking, preparing construction cost estimates, preparing and reviewing change orders, as well as internal project controls to forecast labor, material, and equipment costs. Felipe is familiar with project deliverable methods such as build-finance, design build, and joint venture. As an estimator and scheduler, he was responsible for the ongoing preparation of cost estimates, including acquisition of subcontractor quotes, quantity surveys, labor and material pricing as well as application and analysis of the appropriate indirect costs for profit, escalation, and area cost factors. He draws on his previous experiences from working on construction projects as high as \$400M from Design-Build, Design-Bid Build, Design-Bid-Build-Finance, as well as emergency repairs and Accelerated Bridge Construction projects.

Project specific experience

Scheduling Services, Hillsborough County, FL. Led the team providing the project management, data analytics, and project controls for over 600 projects county wide for the Public Works Department. The projects ranged from \$100,000 to \$100M. It includes stormwater improvements, intersections, mill/resurface, right-of-way acquisition analysis, road widening, etc.

River Reintroduction into Maurepas Swamp and West Shore Lake Pontchartrain Flood Risk Reduction Project, Coastal Protection and Restoration Authority, Garyville, LA. Construction cost estimator providing construction cost estimate and construction schedule from 15% to 100% Design. The \$250M project involves building a structure capable of delivering up to 2,000 cubic feet per second of water to the swamp. Project plans include the construction of three 10'x10' box culverts in the Mississippi River Levee near Garyville, Louisiana. A new two-mile conveyance channel will flow into the existing Hope Canal which will be enhanced with small earthen levees for the final 3.5 miles into the Maurepas outfall area just north of I-10. The

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Felipe Poletto, Continued

first two miles will include a newly excavated channel adjacent to the West Shore Lake Pontchartrain Flood Protection Risk Reduction Project. Other project features include road and railroad crossings, pipeline and utility crossings, and outfall management features such as gaps in canal spoil banks and low-level weirs on certain bayous to help retain and distribute water throughout the swamp.

Hurricane Sally Storm Repair Project, Naval Air Station (NAS) Pensacola and NAS Key West, Pensacola and Key West, FL. Lead estimator for providing cost estimates for a range of repairs on 224 existing buildings throughout the NAS at Pensacola and Key West Florida. Cost estimate scopes ranged from minor interior and exterior repairs to whole building demolition and reconstruction.

Cost Estimate 35% Design Development Stage, Air Force Civil Engineering Center (AFCEC), MacDill AFB, FL. Provide cost estimate at 35% design development stage for repairing 12 previously identified deficiency items at multiple facilities within Defense Fuel Support Point Tampa, MacDill AFB. Such items included replacing/relocating fire alarm systems, removing existing AFFF systems, removing/replacing fire hydrant piping, repairing fire pump and associated equipment, water tank, and valve repairs, and blast and recoat water tank.

Stations Improvements Cost Estimate, Amtrak, Nationwide. Provided cost estimating to upgrade various Amtrak stations throughout the continent of the United States in order to meet ADA requirements. The overall program scope is to estimate Interim, 100%, and Issue for Bid drawings for over 30 stations. The estimates ranged from \$500K to \$15M and included drilled shaft installation, helical pile installation, pedestrian bridge and elevators, concrete platform construction, ADA concrete ramp construction, ADA parking lot construction, sidewalk construction, ticket window renovation, interior and exterior seating renovation, bathroom renovation, signage installation, pavement marking, and platform canopy installation.

I-4 Beyond the Ultimate schedule, quantity take-off breakdown and durations Beyond the Ultimate project construction.

Howard Franklin Bridge Tampa, FL. Overseeing support for the AECOM contract between Granite Construction \$800 million-dollar bridge existing bridge and considering walls, mechanically stabilizing tolling lanes, and intelligent the new bridge, the existing

NE 203rd Street and NE Miami, FL. Led team providing scheduling services for reconstruction of the intersection of NE 203rd St and NE 215th Street which involved constructing 2 new ramp bridges and a pedestrian bridge, as well as widening an existing bridge over A1A and extending MSE walls. Estimate Construction: \$35 million

Redbud Trail Bridge, City of Austin, TX. Led team in providing CPM construction schedule and constructability review for the concept design plans including the development of concept maintenance of traffic phasing, equipment access, potential issues / problems and suggested adjustments to the proposed design. Project consists of construction of a new bridge over Lady Bird Lake in Austin Texas designed to handle current-day loading conditions, increasing vehicular traffic, and increased safety and multi-modal transportation options for bicyclists and pedestrians.

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Jenn King, PG

Public Involvement Lead

Areas of expertise

National Environmental Policy Act
 Environmental Impact Statement
 Categorical Exclusion
 Public Involvement
 Public Outreach
 Drainage Design
 ETDM Process
 PD&E
 Public Transportation
 Roadway Design

Education

BS, Geology, Florida State University, 1984
 Graduate Studies, Computer Modeling, Florida International University, 1988
 Graduate Studies, Hydrology, Florida State University, 1984

Years of experience

28 total | 16 with AECOM

Certification/Registration

Professional Geologist: FL #PG1320
 AECOM Certified Project Manager

Patents

Sediment Dredging SEDCUT Technology Patent, #7089693, 2006
 Algae Harvesting Hydronucleation Flotation System Patent Pending, 2020

Value to

Brings we
 communic
 stakehold

Jenn has 27 years of experience in project management, compliance, Project Development and Environmental Decision Making (ETDM) process, drainage design, traffic safety, roadway and managed (express) lane for a wide variety of controversial and complex environmental projects.

Jenn's expertise will add value to the City by bringing her wealth of experience supporting governmental project owners in appropriately involving the public throughout every stage of the course of the development of complex infrastructure projects, both complying with NEPA and associated federal regulations and garnering positive public feedback. Her techniques with state-of-art innovative effective communication that leverages traditional techniques with state-of-art innovative approaches.

Project specific experience

Wagner Creek and Seybold Canal Restoration Project, City of Miami, FL. PIO on this two-mile long, sensitive, urban, contaminated waterway environmental restoration and dredging project. Developed and implemented public involvement initiatives, coordinated and managed online, print and spoken communications, and interacted with government officials and the general public. Drafted the Public Involvement Plan (PIP) for six operating segments; presided over multiple public meetings; coordinated with local Neighborhood Enhancement Teams (NET), historic neighborhood associations, the Veterans Administration, University of Miami, Jackson Health Systems, and the Miami River Commission; arranged land and water access with adjacent businesses and residents; and complied with the requirements of the project's Corrective Action Plan (CAP). *Winner of the 2018 WEDA Environmental Dredging Award and the 2018 FDEP Superior Excellence Distinction Award.*

Harmful Algae Bloom Removal, Martin County, FL. PIO coordinating public information initiatives and communications, interacted with government officials and the general public, and implemented and tracked the deployment of emergency response teams in the field. Worked with FDEP's progress reporting/public communication system as well as Martin County's Request for Service system and maintained a comprehensive database of activities. Assisted County staff with media inquiries, press release updates, website content development and property access agreements.

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Jenn King, PE, Continued

Florida Gas Transmission Company, Miami-Dade County, FL. Senior project manager for the extensive Public Awareness campaign for the Phase V, Phase VI, and Phase VII hydrostatic pressure testing of 10.2, 11.2, and 2.2 miles, respectively, of an 18-inch diameter natural gas transmission pipeline, which resulted in significant road closures and public and private access impacts throughout Miami-Dade County. Campaign included presentations to the Miami-Dade County Commissioners, the County Manager's Office, FDOT Districts 4 and 6, Florida's Turnpike Enterprise, Miami-Dade Expressway Authority, Miami-Dade Transit (bus and rail), Miami-Dade Public Works, Miami International Airport, Freight Transportation Advisory Committee, Department of Emergency Management, plus a wide variety of emergency responders, hospitals, municipalities, business owners, and the general public, as well as the development of a comprehensive Community Awareness Program that included tri-lingual Press Releases, newspaper and radio ads, a website, a 1-800 number with 24/7 answering service, and messaging systems such as 311, 511, SunGuide, and Miami-Dade County television.

SW 1st Street / SR 968 Bascule Bridge Replacement PD&E Study, City of Miami, FL. Subconsultant project manager on this 0.3-mile PD&E study with full NEPA process, culminating in an EA document with a FONSI. Drafted and executed the PIP, including extensive coordination with controversial historic and cultural resources adjacent to the bridge. Included coordination with Bicycle Pedestrian Advisory Committee, Citizens Transportation Advisory Committee, Miami River Commission, Miami River Maritime Group, and City of Miami.

Gratigny Parkway / SR 924 West Extension to Homestead Extension of Florida's Turnpike (HEFT) PD&E Study Services, Miami-Dade County, FL. Senior project engineer on this 4-mile toll road PD&E study, including extensive public involvement and area multi-project (I-75, SR 826, and SR 924 East) and multi-modal coordination efforts, culminating in a Categorical Exclusion Type 2 NEPA document.

SR 826 / Palmetto Expressway North-Corridor Managed Lanes PD&E Study, Miami-Dade County, FL. Senior project engineer for an 8-mile PD&E Study and analyzed the implementation of High Capacity Managed Lanes between SR 836 / Dolphin Expressway and I-75. Supported the project development process and the public hearing.

Districtwide Environmental Impact Statement (EIS) District 6, FL. Project manager supporting the Planning and Design, PD&E, design, projects, Design Criteria re-evaluations, protected areas analyses, Intergovernmental environmental production Project Suite EE/PSM code Review Comment system), Section 4(f) and cultural resource support, PD&E Manual chapters review, and supervising in-house support and environmental impact reviews/certs.

Districtwide ETDM / PD&E Consultant, FDOT District 6, FL. Project Manager over a wide variety of tasks for ETDM screenings and Alternative Corridor Evaluation processes, including Ludlam Trail, Snake Creek Bridge, I-75 Express, Venetian Causeway bridges, and various County SMART Plan transit corridors; using the Environmental Screening Tool; coordinating with the Environmental Technical Advisory Team; and updating the Miami-Dade MPO 2045 LRTP.

Districtwide PD&E / ETDM Support Services, FDOT District 4, Various Counties, FL. Assistant project manager over a variety of tasks for PD&E studies and ETDM screenings, including the 400-mile Florida East-Coast Railway Amtrak High Speed Rail project from Jacksonville to Miami, that used Go-To Meetings to facilitate ETAT reviews; a 50-mile C.R. 609 proposed corridor PACE Study, including a dedicated bus-way connecting Martin, St. Lucie, and Indian River Counties; the analysis of HOT managed (express) lanes along I-95 in Broward County; and bridge FS and updates.

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Letter of Transmittal

01-Technical Approach/Implementation Schedule

02-Company Qualifications/Project Experience

03-Experience as a DBE/WBE/SBE Certified Firm or Working with Certified Firms

04-Project Team, Experience & Team Organization Chart

07-Other Information

09-Previous Work

Appendix A-Key Personnel Resumes

About AECOM

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project life cycle – from advisory, planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, new energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical and digital expertise, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of \$13.1 billion in fiscal year 2022. See how we are delivering sustainable legacies for generations to come at aecom.com and [@AECOM](https://twitter.com/AECOM).

See how we are delivering sustainable legacies for generations to come at aecom.com and [@AECOM](https://twitter.com/AECOM).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2023

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.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com	FAX (A/C, No): 212-948-0533	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AECOM AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway Suite 700 Tampa, FL 33607	INSURER A : ACE American Insurance Company		22667
	INSURER B : N/A		N/A
	INSURER C : Illinois Union Insurance Co		27960
	INSURER D : SEE ACORD 101		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** LOS-002690365-01 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg Defense Included	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 023-RFQ-020; For RFP/RFQ Purposes.

City of Lakeland is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER

City of Lakeland
1140 East Parker Street
Lakeland, FL 33801

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

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway Suite 700 Tampa, FL 33607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C50710129	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C50710014	ACE American Insurance Company - NAIC # 22667	MA
SCF C50710257	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

Cyber Liability, Carrier: Steadfast Insurance Company, NAIC #: 26387, Policy #: SPR106530305, Policy Term: 12/07/2022 - 10/01/2023, SIR: \$2,500,000; Limit: \$1,000,000

INDEMNIFICATION Consultant

Attorney review
comments below,
subject to negotiation.

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, ~~nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.~~

Applicability: It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

_____ to _____
(Date) (Date)

(OR)

_____ Agreement is limited to Purchase Order # _____, or Contract dated _____.

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." ~~In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.~~ and Workers Compensation" policies.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability ~~hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and City at the time of final payment.~~ for addition payment for work previously completed hereunder

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

AECOM Technical Services, Inc.
Name of Organization
BY: *[Signature]*
Signature of Owner or Officer
E-mail: dan.levy@aecom.com

STATE OF: Florida 305.519.1194
Organization Phone Number
COUNTY OF: Broward

The foregoing instrument was acknowledged before me, by means of physical presence this 23rd day of May 2023

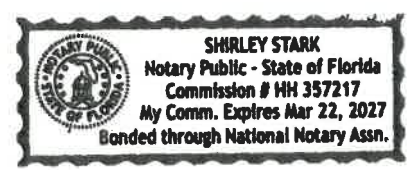
by Daniel J. Levy, PG, of AECOM Technical Services, Inc.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced Not Applicable as
State Driver's License Number

identification, and did _____ / did not X take an oath.

[Signature]
Signature of Person Taking Acknowledgment

Shirley Stark
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKELAND

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

Addendum "D"

Consultant's Required Proposal Submittal Documents include the following:

- Attachment 1** City of Lakeland Request for Qualifications Form (Page 7 of the RFQ signed by the Consultant)
- Attachment 2** Consultant's and Sub-Consultants' executed Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes.
- Attachment 3** Consultant's dated copy of the System for Award Management (SAM) system search results for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed as debarred or suspended.
- Attachment 4** Consultant's and Sub-Consultants' executed Non-Collusion Affidavits
- Attachment 5** Consultant's and Sub-Consultants' executed Drug-Free Workplace Certifications.
- Attachment 6** Consultant's executed Disclosure(s) of Lobbying Activities and each of its key employees
- Attachment 7** Consultant's DBE/MBE/WBE Certification of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants
- Attachment 8** Consultant's executed Indemnification and Hold Harmless
- Attachment 9** Consultant's Insurance Certificate(s)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Daniel J. Levy, PG | Authorized Signatory
[print individual's name and title]
for AECOM Technical Services, Inc.
[print name of entity submitting sworn statement]

whose business address is

212 East Main Street, Bartow, Florida 33830

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-266-1922

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, the theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 23rd day of May, 20 2023.

Personally known Daniel J. Levy



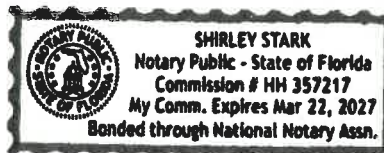
Or Produced identification N/A

Notary Public - State of Florida

N/A
(Type of Identification)

My commission expires 3/22/2027

Shirley Stark
(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Ambient Technologies, Inc.
[print individual's name and title]
for Albert Franklin Rodriguez - Vice President of Marketing
[print name of entity submitting sworn statement]

whose business address is

5709 First Avenue South, St. Petersburg, FL 33707

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639733

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Albert F. Rodrygo
[signature]

Sworn to and subscribed before me this 8th day of May, 2023.

Personally known XX

Cheryl Van Nuil

Or Produced identification _____

Notary Public - State of Florida

(Type of Identification)

My commission expires _____



Cheryl Van Nuil

(Printed, typed or stamped
commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by John J. Curatelli, Jr., President
[print individual's name and title]
for Florida Acquisition & Appraisal, Inc.
[print name of entity submitting sworn statement]

whose business address is

410 S. Ware Blvd., Ste 700

Tampa, FL 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3331947

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
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1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
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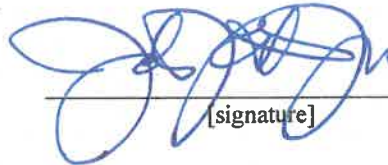
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 22nd day of May, 20 23.

Personally known John J. Curatelli, Jr.

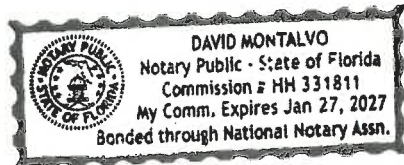


Or Produced identification _____

Notary Public - State of Florida

My commission expires January 27, 2027

(Type of Identification)



(Printed, typed or stamped commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by David M. Chaffman, Director of Sales
[print individual's name and title]
for Pave Analytical Services, LLC
[print name of entity submitting sworn statement]

whose business address is

8 East Tower Circle, Ormond Beach, FL 32174

and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1821617

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Thomas P. Widera
[signature]

Sworn to and subscribed before me this 11 day of MAY, 2023.

Personally known ✓

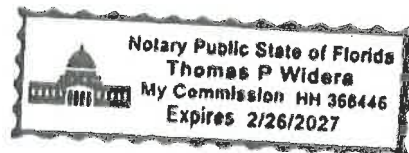
Or Produced identification _____

Notary Public – State of FLORIDA

NA
(Type of Identification)

My commission expires 2/26/2027

(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Donald F. Hayes
[print individual's name and title]
for The Dredging Professor LLC
[print name of entity submitting sworn statement]

whose business address is

PO Box 295, Marion, MS 39342

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: 587-90-9158.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Donald F. Hayes
[signature]


Sworn to and subscribed before me this 10th day of May, 2023.

Personally known Donald F. Hayes DONALD F. HAYES

Or Produced identification 273765021 Notary Public - State of Miss

MS Driver's License
(Type of Identification) My commission expires 05/21/23

Peggy Emerson
(Printed, typed or stamped
commission name of notary public) Peggy Emerson



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Frank J. Sawyer, President
[print individual's name and title]
for Arc Surveying & Mapping, Inc.
[print name of entity submitting sworn statement]

whose business address is

5202 San Juan Avenue, Jacksonville, FL 32210

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3125280

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

Sworn to and subscribed before me this 8th day of May, 20 23.


Personally known _____

Or Produced identification _____ Notary Public – State of FLORIDA

(Type of Identification) _____ DOREEN SUE ARNDT commission expires 09/06/2026



Notary Public
State of Florida
Comm# HH309221
Expires 9/6/2026

Doreen S. Arndt 
(Printed, typed or stamped
commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Valerie Ciudad-Real President
[print individual's name and title]
for The Valerin Group, Inc.
[print name of entity submitting sworn statement]

whose business address is

3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624

and (if applicable) its Federal Employer Identification Number (FEIN) is 33-1142500

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Brittany A. Bisacca
[signature]

Sworn to and subscribed before me this 8th day of May, 2023.

Personally known X

Or Produced identification _____

Notary Public – State of Florida

Drivers License
(Type of Identification)

My commission expires December 20, 2026

Brittany A. Bisacca
(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by _____
[print individual's name and title]
for _____
_ [print name of entity submitting sworn statement]

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed, typed or stamped
commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Sheila Tarte
[print individual's name and title]
for Madrid Engineering Group d/b/a Madrid CPWG
[print name of entity submitting sworn statement]

whose business address is

2030 State Road 60 East, Bartow, FL 33830

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3156722

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Alisa McGee
[signature]

Sworn to and subscribed before me this 10th day of May, 2023.

Personally known X

Alisa McGee

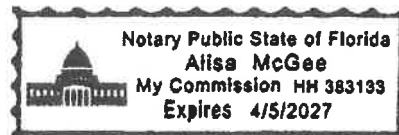
Or Produced identification _____

Notary Public -- State of Florida

(Type of Identification)

My commission expires 4/5/27

(Printed, typed or stamped
commission name of notary public)



RFQ ATTACHMENT "2"

System for Award Management (SAM)

Respondent must include (as part of its qualification submittal, a dated copy of the search results from SAM.GOV for itself and any proposed sub-consultants demonstrating a search of the Excluded Parties List System (EPLS) was conducted, and they are not listed (not debarred or suspended).

(INSTRUCTIONS ARE ATTACHED IN A SEPARATE DOCUMENT LABELED RFQ EXHIBIT "2")

The Respondent's dated copy of the search results from SAM.GOV should be submitted under this cover sheet.

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

AECOM TECHNICAL SERVICES, INC.

Unique Entity ID PUXNLX5EYC4	CAGE / NCAGE 4L767	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 31, 2023	
Physical Address 300 S Grand AVE Suite 900 Los Angeles, California 90071-3135 United States	Mailing Address 300 S Grand AVE Suite 900 Los Angeles, California 90071-3135 United States	

Business Information

Doing Business as (blank)	Division Name Corporate Office	Division Number (blank)
Congressional District California 34	State / Country of Incorporation California / United States	URL https://www.aecom.com

Registration Dates

Activation Date Jun 1, 2022	Submission Date May 31, 2022	Initial Registration Date Sep 7, 2001
---------------------------------------	--	---

Entity Dates

Entity Start Date Sep 29, 1970	Fiscal Year End Close Date Sep 30
--	---

Immediate Owner

CAGE 3ZLQ7	Legal Business Name AECOM
----------------------	-------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

s

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **No** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **4L767**

Points of Contact

Electronic Business

☒ **COLLEEN JOHNSTON** **300 S Grand AVE Suite 900**
Los Angeles, California 90071
United States

RITA MARSHALL **300 S Grand AVE Suite 900**
Los Angeles, California 90071
United States

Government Business

☒ **PAM ANDERSON** **3101 Wilson BLVD, Suite 900**
Arlington, Virginia 22201
United States

TERENCE C. RALEY **3101 Wilson BLVD, Suite 900**
Arlington, Virginia 22201
United States

Past Performance

☒ **MARY ANNE BERNARD** **13640 Briarwick DR STE 250**
Austin, Texas 78729
United States

SARAH MEEK **4840 Cox Road**
Glen Allen, Virginia 23060
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	111421	Nursery And Tree Production
	113210	Forest Nurseries And Gathering Of Forest Products
	213111	Drilling Oil And Gas Wells
	213112	Support Activities For Oil And Gas Operations
	213113	Support Activities For Coal Mining
	213114	Support Activities For Metal Mining
	213115	Support Activities For Nonmetallic Minerals (Except Fuels) Mining
	221310	Water Supply And Irrigation Systems
	221320	Sewage Treatment Facilities
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237120	Oil And Gas Pipeline And Related Structures Construction

237210	Land Subdivision
237310	Highway, Street, And Bridge Construction
237990	Other Heavy And Civil Engineering Construction
238210	Electrical Contractors And Other Wiring Installation Contractors
238910	Site Preparation Contractors
481211	Nonscheduled Chartered Passenger Air Transportation
481212	Nonscheduled Chartered Freight Air Transportation
483111	Deep Sea Freight Transportation
488510	Freight Transportation Arrangement
488991	Packing And Crating
488999	All Other Support Activities For Transportation
493110	General Warehousing And Storage
511210	Software Publishers
518210	Data Processing, Hosting, And Related Services
519190	All Other Information Services
531311	Residential Property Managers
531312	Nonresidential Property Managers
531390	Other Activities Related To Real Estate
541310	Architectural Services
541320	Landscape Architectural Services
541340	Drafting Services
541350	Building Inspection Services
541360	Geophysical Surveying And Mapping Services
541370	Surveying And Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Design Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management And General Management Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, And Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific And Technical Consulting Services
541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
541720	Research And Development In The Social Sciences And Humanities
541820	Public Relations Agencies
541890	Other Services Related To Advertising
541990	All Other Professional, Scientific, And Technical Services
561110	Office Administrative Services
561210	Facilities Support Services

561611	Investigation Services
561612	Security Guards And Patrol Services
561621	Security Systems Services (Except Locksmiths)
561720	Janitorial Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings
561990	All Other Support Services
562211	Hazardous Waste Treatment And Disposal
562212	Solid Waste Landfill
562213	Solid Waste Combustors And Incinerators
562219	Other Nonhazardous Waste Treatment And Disposal
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
611420	Computer Training
712120	Historical Sites
712190	Nature Parks And Other Similar Institutions
722310	Food Service Contractors
812199	Other Personal Care Services
813312	Environment, Conservation And Wildlife Organizations
922160	Fire Protection
922190	Other Justice, Public Order, And Safety Activities
924110	Administration Of Air And Water Resource And Solid Waste Management Programs
924120	Administration Of Conservation Programs
925120	Administration Of Urban Planning And Community And Rural Development
926110	Administration Of General Economic Programs
926130	Regulation And Administration Of Communications, Electric, Gas, And Other Utilities
928110	National Security

Disaster Response

As this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8th day of May, 2023

Arc Surveying & Mapping, Inc.

(Name of Organization)

Frank J. Sawyer, President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF DUVAL) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

[Handwritten Signature]
Notary Public Signature



DOREEN SUE ARNDT
Notary Public
State of Florida
Comm# HH309221
Expires 9/6/2026

My Commission Expires: 09/06/2026

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8 day of May, 2023

Ambient Technologies, Inc.

(Name of Organization)

VP of Marketing

(Title of Person Signing)

Albert F. Robinson
(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

) ss

COUNTY OF Pinellas)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

Ch Van Nuil
Notary Public Signature



My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 17 day of May, 2023

Florida Acquisition & Appraisal, Inc.

(Name of Organization)

President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

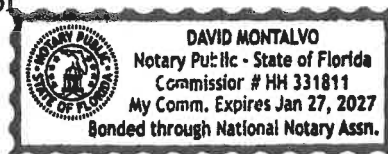
COUNTY OF Hillsborough)

) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 17th day of May, 2023

[Handwritten Signature]
Notary Public Signature



My Commission Expires: January 27, 2027

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10 day of May, 2023

Madrid Engineering Group d/b/a Madrid CPWG

(Name of Organization)

Principal

(Title of Person Signing)

Shil J...

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

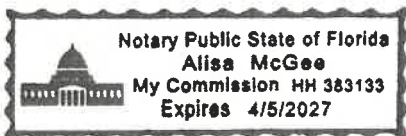
COUNTY OF Hillsborough) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of May, 2023.

Alisa McGee
Notary Public Signature

My Commission Expires: 4/5/27



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 11 day of MAY, 2023

Pace Analytical Services, LLC

(Name of Organization)

David M. Chaffman, Director of Sales

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

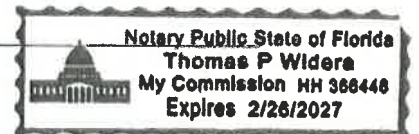
COUNTY OF Volusia) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 11 day of MAY, 2023.

Thomas P. Widera
Notary Public Signature

My Commission Expires: 2/26/2027



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10 day of May, 2023

The Dredging Professor LLC

(Name of Organization)

Donald F. Hayes

(Title of Person Signing)

Donald F. Hayes

(Signature)

ACKNOWLEDGEMENT

STATE OF Miss)

COUNTY OF Lauderdale)

) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of May, 2023.

[Signature]
Notary Public Signature

My Commission Expires: 05/21/23



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8th day of May, 2023

The Valerin Group, Inc.

(Name of Organization)

Valerie Ciudad-Real

(Title of Person Signing)

Valerie Ciudad-Real

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

Brittany A. Bisacca

Notary Public Signature

My Commission Expires: December 20, 2026



BRITTANY A. BISACCA
Commission # HH 343264
Expires December 20, 2026

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 22nd day of May, 2023

AECOM Technical Services, Inc.

(Name of Organization)

Authorized Signatory

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

) ss

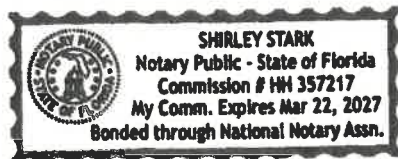
COUNTY OF Broward)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23rd day of May, 2023.

Shirley Stark
Notary Public Signature

My Commission Expires: 3/22/2027



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
AECOM Technical Services, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Daniel J. Levy, PG | Authorized Signatory
Bidder's Signature



May 22, 2023
Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Arc Surveying & Mapping, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

May 8, 2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Ambient Technologies, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/8/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Florida Acquisition & Appraisal, Inc.

does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

5/17/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Madrid Engineering Group d/b/a Madrid CPWG does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/10/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Pace Analytical Services, LLC

does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

05/11/23

Date

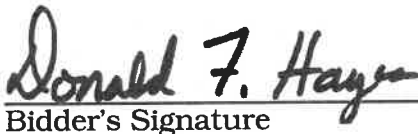
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Dredging Professor LLC does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/10/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Valerin Group, Inc. _____ does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

May 8, 2023

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: AECOM Technical Services, Inc.

* Street 1: 212 East Main Street * Street 2: _____

* City: Bartow * State: FL: Florida * Zip: 33830

Congressional District, if known: _____

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____
---	---

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
---	---

10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ * Street 2 _____

* City _____ * State _____ * Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ * Street 2 _____

* City _____ * State _____ * Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:** _____

*** Name:** Prefix _____ * First Name Dani Middle Name J. _____

* Last Name Levy Suffix _____

Title: Authorized Signatory **Telephone No.:** 305.519.1194 **Date:** 05/22/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

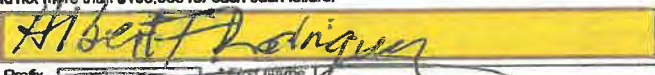
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Arc Surveying & Mapping, Inc. * Street 1: 5202 San Juan Avenue Street 2: * City: Jacksonville State: FL: Florida Zip: 32210 Congressional District, if known: 4		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known:		
6. * Federal Department/Agency:	7. * Federal Program Name/Description:	
	CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
	\$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: * Name: Prefix * First Name Frank Middle Name * Last Name Sawyer Suffix Title: President Telephone No.: 904-384-8377 Date: 05/08/2023		
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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013


Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Ambient Technologies, Inc. * Street 1: 5709 First Avenue South Street 2: * City: St. Petersburg State: FL: Florida Zip: 33707 Congressional District, if known: 13th		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: ARCOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known:		
6. * Federal Department/Agency: N/A	7. * Federal Program Name/Description: N/A CFDA Number, if applicable:	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix First Name Albert Middle Name Franklin * Last Name Rodriguez Suffix Title: Vice President of Marketing Telephone No.: 727-328-0268 Date: 05/09/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Florida Acquisition & Appraisal, Inc * Street 1: 410 South Ware Boulevard Street 2: * City: Tampa State: FL: Florida Zip: 33619 Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known:		
6. * Federal Department/Agency:	7. * Federal Program Name/Description:	
	CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
	\$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix * First Name John Middle Name J. * Last Name Curatelli Suffix Jr. Title: President Telephone No.: 813.241.6354 Date: 05/17/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

FORM NOT APPLICABLE
Madrid Engineering Group, Inc. (Madrid) and staff members are not involved in lobbying activities.

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: Madrid Engineering Group, Inc., dba Madrid CPWG
* Street 1: 2030 SR 60 East Street 2: _____
* City: Bartow State: FL Zip: 33830
Congressional District, if known: _____


John Delashaw/Principal
SIGN / PRINT / TITLE (President / VP / Principal)

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____
---	---

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
---	---


10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name _____ Middle Name _____
* Last Name _____ Suffix _____
* Street 1 _____ Street 2 _____
* City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name _____ Middle Name _____
* Last Name _____ Suffix _____
* Street 1 _____ Street 2 _____
* City _____ State _____ Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

a.  b. _____

* Signature: _____

* Name: Prefix _____ * First Name _____ Middle Name _____
* Last Name _____ Suffix _____

Title: _____ Telephone No.: 813-731-3498 Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a contract <input checked="" type="checkbox"/> b grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a bid/offer/application <input checked="" type="checkbox"/> b initial award <input type="checkbox"/> c post-award	3. * Report Type: <input checked="" type="checkbox"/> a initial filing <input type="checkbox"/> b material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Pace Analytical Services, LLC * Street 1: 8 East Tower Circle Street 2: * City: Ormond Beach State: FL: Florida Zip: 32174 Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECCM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known:		
6. * Federal Department/Agency: N/A	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: David Chaffman * Name: Prefix * First Name David Middle Name * Last Name Chaffman Suffix Title: Director of Sales Telephone No.: 186.672.5668 Date: 05/22/2023		
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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: The Dredging Professor LLC * Street 1: PO Box 205 Street 2: _____ * City: Marlon State: MS: Mississippi Zip: 39342 Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: _____ * City: Bartow State: _____ Zip: 33830 Congressional District, if known: _____		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <u>Donald F. Hayes</u> * Name: Prefix _____ * First Name Donald Middle Name _____ * Last Name Hayes Suffix _____ Title: President, The Dredging Professor LLC Telephone No.: 337-212-0127 Date: 05/10/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

As a federal agency, U.S. Army Corps of Engineers, Engineering Research and Development Center cannot subjugate itself to a state or municipal entity and are unable to legally sign this form.

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text" value="MS: Mississippi"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name <input type="text" value="AECOM Technical Servivess, Inc."/> * Street 1 <input type="text" value="212 East Main Street"/> Street 2 <input type="text"/> * City <input type="text" value="Bartow"/> State <input type="text" value="FL: Florida"/> Zip <input type="text" value="33830"/> Congressional District, if known: <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: The Valerin Group, Inc. * Street 1: 3903 Nothdale Boulevard, Suite 100E Street 2: * City: Tampa State: FL: Florida Zip: 33624 Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known:		
6. * Federal Department/Agency:	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Valerie Ciudad-Real * Name: Prefix * First Name Middle Name * Last Name Suffix Title: President Telephone No.: (813) 404-1572 Date: 05/22/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

ATTACHMENT "6"

Respondent shall attach DBE/MBE/WBE Certifications of Respondent and/or Sub-Consultants OR the required documentation detailing the 'Good Faith Efforts' made in the utilization of potential DBE/MBE/WBE Sub-Consultants (See Section on MBE, WBE, etc. in this RFQ).

(INSTRUCTIONS ARE ATTACHED AS A SEPARATE DOCUMENT LABELED RFQ ATTACHMENT "6")

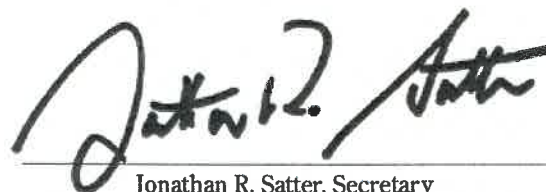
NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

State of Florida

Minority Business Certification

Ambient Technologies, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/12/2021 to 08/12/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

AMBIENT TECHNOLOGIES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541360, 541620, 561990



Samuel Febres

***Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation***



ANNIVERSARY DATE – Annually on August 25

The Florida Department of Transportation (Department) has certified, AMBIENT TECHNOLOGIES INC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Equal Opportunity Office

Florida Department of Transportation

Construction, Maintenance, & Other Contractual Services

Small Business Detail for: **AMBIENT TECHNOLOGIES, INC.**

**AMBIENT
TECHNOLOGIES, INC.** 727-328-0268
4610 Central Avenue albert@ambienttech.com

St. Petersburg, FL 33711 *DBE
[Albert Rodriguez](#)

Activities or Specialty Areas: Structures Foundations
, Temporary Erosion Control , Drafting/CADD Services ,
Environmental Consulting Services , Economic Consultant
Services , Mitigation Services

Counties of Interest: ALACHUA , BAKER , BAY ,
BREVARD , Bradford , BROWARD , CALHOUN ,
Charlotte , CITRUS , CLAY , COLLIER , COLUMBIA ,
DESOTO , DIXIE , DUVAL , ESCAMBIA , FLAGLER ,
FRANKLIN , GADSDEN , GILCHRIST , GLADES , GULF
, HAMILTON , HARDEE , HENDRY , HERNANDO ,
HIGHLANDS , HILLSBOROUGH , HOLMES , INDIAN
RIVER , JACKSON , JEFFERSON , LAFAYETTE , LAKE ,
LEE , LEON , LEVY , LIBERTY , MADISON , MANATEE ,
MARION , MARTIN , DADE , MONROE , NASSAU ,
OKALOOSA , OKEECHOBEE , ORANGE , OSCEOLA ,
PALM BEACH , PASCO , PINELLAS , POLK , PUTNAM ,
SANTA ROSA , SARASOTA , SEMINOLE , ST. JOHNS ,
ST. LUCIE , SUMTER , SUWANNEE , TAYLOR , UNION ,
VOLUSIA , WAKULLA , WALTON , WASHINGTON

Note: Listing on this report does not constitute Contractor Prequalification with FDOT. Contractors who wish to become qualified with FDOT in construction work classes should go to http://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm. To verify Contractor Prequalification, please visit <https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx>.

THIS CERTIFIES THAT

Ambient Technologies, Inc.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910; 561990; 541620; 541360; 237110; 541330; 541370

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/31/2022

Issued Date

FL03223

Certificate Number

10/31/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Beatrice Louissaint".

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Florida Department of Transportation Consultant Information

The information contained herein is not the Department's official record.

Consultant	Mailing Address	Contact Person	Telephone Number	Unlimited/ Technical	DBE	Small Bus.	Florida	
							Prof	Te
MADRID ENGINEERING GROUP, INC. D/B/A MADRID CPWG	2030 SR 60 E BARTOW, FL 33830	SHEILA TARTE	(863)533-9007	Unlimited	Y	Y		7

Florida UCP DBE Directory
Vendor Profile

Vendor Name: VALERIN GROUP INC (THE)

Certification: DBE/MBE

Former Name:

Business Description: PUBLIC PARTICIPATION PUBLIC INVOLVEMENT/PUBLIC INFORMATION PUBLIC RELATIONS

Mailing Address:

13014 N DALE MABRY HIGHWAY STE 8

20

TAMPA, FL 33618-

Physical Address:

13014 N DALE MABRY HIGHWAY STE 8

20

TAMPA FL 33618-

District: 07

County: HILLSBORO

Website:

Contact Name: VALERIE CIUDAD-REAL

Phone: (813) 751-0478

Fax: (813) 925-4205

Contact Email: VALERIEC@VALERIN-GROUP.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541618 - Other Management Consulting Services

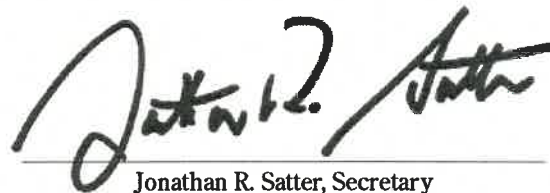
541820 - Public Relations Agencies

State of Florida

Woman Business Certification

The Valerin Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/30/2021 to 09/30/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Daniel J. Levy, PG | Authorized Signatory
[print individual's name and title]
for AECOM Technical Services, Inc.
[print name of entity submitting sworn statement]

whose business address is

212 East Main Street, Bartow, Florida 33830

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-266-1922

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 23rd day of May, 20 2023.

Personally known Daniel J. Levy

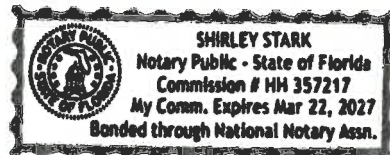

Notary Public - State of Florida

Or Produced identification N/A

My commission expires 3/22/2027

N/A
(Type of Identification)

Shirley Stark
(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Ambient Technologies, Inc.
[print individual's name and title]
for Albert Franklin Rodriguez - Vice President of Marketing
[print name of entity submitting sworn statement]

whose business address is

5709 First Avenue South, St. Petersburg, FL 33707

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639733

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Albert F. Rodriguez
[signature]

Sworn to and subscribed before me this 8th day of May, 2023.

Personally known XX

Ch Van Nuil

Or Produced identification _____

Notary Public - State of Florida

(Type of Identification)

My commission expires _____



Cheryl Van Nuil

(Printed, typed or stamped
commission name of notary public)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by John J. Curatelli, Jr., President
[print individual's name and title]
for Florida Acquisition & Appraisal, Inc.
[print name of entity submitting sworn statement]

whose business address is

410 S. Ware Blvd., Ste 700

Tampa, FL 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3331947

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

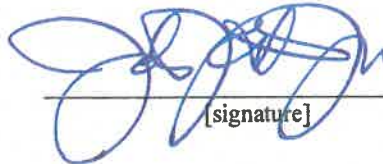
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

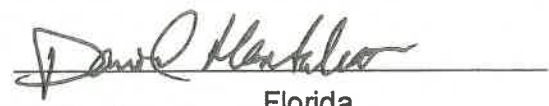
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I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 22nd day of May, 20 23.

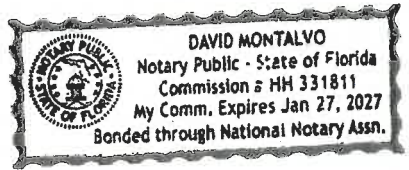
Personally known John J. Curatelli, Jr.


Notary Public - State of Florida

Or Produced identification _____

My commission expires January 27, 2027

(Type of Identification)



(Printed, typed or stamped commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by David M. Chaffman, Director of Sales
[print individual's name and title]
for Pave Analytical Services, LLC
[print name of entity submitting sworn statement]

whose business address is

8 East Tower Circle, Ormond Beach, FL 32174

and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1821617

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Thomas P. Widera
[signature]

Sworn to and subscribed before me this 11 day of MAY, 2023.

Personally known

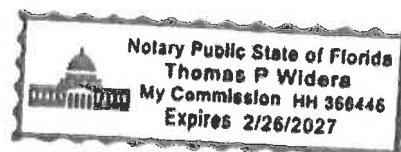
Or Produced identification _____

Notary Public – State of FLORIDA

N/A
(Type of Identification)

My commission expires 2/26/2027

(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Donald F. Hayes
[print individual's name and title]
for The Dredging Professor LLC
[print name of entity submitting sworn statement]

whose business address is

PO Box 295, Marion, MS 39342

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: 587-90-9158.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Donald F. Hayes
[signature]

Sworn to and subscribed before me this 10th day of May, 2023.

Personally known Donald F. Hayes DONALD F. HAYES

Or Produced identification 273765021 Notary Public - State of Miss

MS Driver's License My commission expires 05/21/23
(Type of Identification)



Peggy Emerson
(Printed, typed or stamped
commission name of notary public)

Peggy Emerson

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Frank J. Sawyer, President
[print individual's name and title]
for Arc Surveying & Mapping, Inc.
[print name of entity submitting sworn statement]

whose business address is

5202 San Juan Avenue, Jacksonville, FL 32210

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3125280

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

Sworn to and subscribed before me this 8th day of May, 20 23.

Personally known


Or Produced identification _____

Notary Public – State of FLORIDA

(Type of Identification) _____ DOREEN SUE ARNDT commission expires 09/06/2026



Notary Public
State of Florida
Comm# HH309221
Expires 9/6/2026

Doreen S. Arndt 
(Printed, typed or stamped
commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Valerie Ciudad-Real President
[print individual's name and title]
for The Valerin Group, Inc.
[print name of entity submitting sworn statement]

whose business address is

3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624

and (if applicable) its Federal Employer Identification Number (FEIN) is 33-1142500

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Melina Cufal
[signature]

Sworn to and subscribed before me this 8th day of May, 20 23

Personally known X

Or Produced identification _____

Notary Public – State of Florida

Drivers License
(Type of Identification)

My commission expires December 20, 2026

Brittany A. Bisacca
(Printed, typed or stamped
commission name of notary public)



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by _____
[print individual's name and title]
for _____
_ [print name of entity submitting sworn statement]

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____
)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____

(Type of Identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped
commission name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Lakeland
[print name of the public entity]
by Sheila Tarte
[print individual's name and title]
for Madrid Engineering Group d/b/a Madrid CPWG
[print name of entity submitting sworn statement]

whose business address is

2030 State Road 60 East, Bartow, FL 33830

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3156722

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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Alisa McGee

[signature]

Sworn to and subscribed before me this 10th day of May, 20 23.

Personally known

Alisa McGee

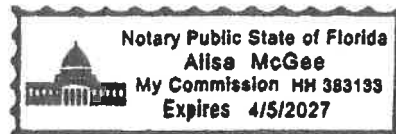
Or Produced identification _____

Notary Public – State of Florida

(Type of Identification)

My commission expires 4/5/27

(Printed, typed or stamped
commission name of notary public)



AECOM TECHNICAL SERVICES, INC.

Unique Entity ID EPUXNLX5EYC4	CAGE / NCAGE 4L767	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 26, 2024	
Physical Address 300 S Grand AVE Suite 900 Los Angeles, California 90071-3135 United States	Mailing Address 300 S Grand AVE Suite 900 FL9 Los Angeles, California 90071-3135 United States	

Business Information

Doing Business as (blank)	Division Name Corporate Office	Division Number (blank)
Congressional District California 34	State / Country of Incorporation California / United States	URL https://www.aecom.com

Registration Dates

Activation Date May 2, 2023	Submission Date Apr 27, 2023	Initial Registration Date Sep 7, 2001
---------------------------------------	--	---

Entity Dates

Entity Start Date Sep 29, 1970	Fiscal Year End Close Date Sep 30
--	---

Immediate Owner

CAGE 3ZLQ7	Legal Business Name AECOM
----------------------	-------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **No** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **4L767**

Points of Contact

Electronic Business

☒ **COLLEEN JOHNSTON** **300 S Grand AVE Suite 900**
Los Angeles, California 90071
United States

RITA MARSHALL **300 S Grand AVE Suite 900**
Los Angeles, California 90071
United States

Government Business

☒ **PAM ANDERSON** **3101 Wilson BLVD, Suite 900**
Arlington, Virginia 22201
United States

TERENCE C. RALEY **3101 Wilson BLVD, Suite 900**
Arlington, Virginia 22201
United States

Past Performance

☒ **MARY ANNE BERNARD** **13640 Briarwick DR STE 250**
Austin, Texas 78729
United States

SARAH MEEK **4840 Cox Road**
Glen Allen, Virginia 23060
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	111421	Nursery And Tree Production
	113210	Forest Nurseries And Gathering Of Forest Products
	213111	Drilling Oil And Gas Wells
	213112	Support Activities For Oil And Gas Operations
	213113	Support Activities For Coal Mining
	213114	Support Activities For Metal Mining
	213115	Support Activities For Nonmetallic Minerals (Except Fuels) Mining
	221310	Water Supply And Irrigation Systems
	221320	Sewage Treatment Facilities
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237120	Oil And Gas Pipeline And Related Structures Construction

237210	Land Subdivision
237310	Highway, Street, And Bridge Construction
237990	Other Heavy And Civil Engineering Construction
238210	Electrical Contractors And Other Wiring Installation Contractors
238910	Site Preparation Contractors
481211	Nonscheduled Chartered Passenger Air Transportation
481212	Nonscheduled Chartered Freight Air Transportation
483111	Deep Sea Freight Transportation
488510	Freight Transportation Arrangement
488991	Packing And Crating
488999	All Other Support Activities For Transportation
493110	General Warehousing And Storage
513210	Software Publishers
518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
519290	Web Search Portals And All Other Information Services
531311	Residential Property Managers
531312	Nonresidential Property Managers
531390	Other Activities Related To Real Estate
541310	Architectural Services
541320	Landscape Architectural Services
541340	Drafting Services
541350	Building Inspection Services
541360	Geophysical Surveying And Mapping Services
541370	Surveying And Mapping (Except Geophysical) Services
541380	Testing Laboratories And Services
541410	Interior Design Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management And General Management Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, And Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific And Technical Consulting Services
541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
541720	Research And Development In The Social Sciences And Humanities
541820	Public Relations Agencies
541890	Other Services Related To Advertising
541990	All Other Professional, Scientific, And Technical Services
561110	Office Administrative Services
561210	Facilities Support Services

561599	All Other Travel Arrangement And Reservation Services
561611	Investigation And Personal Background Check Services
561612	Security Guards And Patrol Services
561621	Security Systems Services (Except Locksmiths)
561720	Janitorial Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings
561990	All Other Support Services
562211	Hazardous Waste Treatment And Disposal
562212	Solid Waste Landfill
562213	Solid Waste Combustors And Incinerators
562219	Other Nonhazardous Waste Treatment And Disposal
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
611420	Computer Training
712120	Historical Sites
712190	Nature Parks And Other Similar Institutions
722310	Food Service Contractors
812199	Other Personal Care Services
813312	Environment, Conservation And Wildlife Organizations
922160	Fire Protection
922190	Other Justice, Public Order, And Safety Activities
924110	Administration Of Air And Water Resource And Solid Waste Management Programs
924120	Administration Of Conservation Programs
925120	Administration Of Urban Planning And Community And Rural Development
926110	Administration Of General Economic Programs
926130	Regulation And Administration Of Communications, Electric, Gas, And Other Utilities
928110	National Security

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

ARC SURVEYING & MAPPING, INC

Unique Entity ID R9APD4HNJVP6	CAGE / NCAGE 013W8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 30, 2024	
Physical Address 5202 San Juan AVE Jacksonville, Florida 32210-3140 United States	Mailing Address 5202 San Juan AVE Jacksonville, Florida 32210-3140 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 04	State / Country of Incorporation Florida / United States	URL https://www.arcsurveyors.com

Registration Dates

Activation Date Feb 24, 2023	Submission Date Jan 30, 2023	Initial Registration Date Nov 25, 2001
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Entity Dates

Entity Start Date Feb 14, 1991	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	013W8

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****4668	(blank)
Financial Institution	Account Number	
REGIONS BANK	****86944	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9042680165	(blank)	(blank)
Fax		
(blank)		

Remittance Address

ARC SURVEYING & MAPPING INC
5202 San Juan AVE
Jacksonville, Florida 32210
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****5280	Applicable Federal Tax	ARC SURVEYING & MAPPING INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2021	President	Jan 30, 2023
Address	Signature	
5202 San Juan AVE Jacksonville, Florida 32210	Frank Sawyer	

Points of Contact

Accounts Receivable POC
Christina Flores, Bookkeeper

Electronic Business

☒
DOREEN Arndt, Office Manager
darndt@arcsurveyors.com
9043848377

5202 San Juan Avenue
Jacksonville, Florida 32210
United States

John Sawyer
darndt@arcsurveyors.com
9043848377

5202 San Juan Avenue
Jacksonville, Florida 32210
United States

Government Business

☒
FRANK J SAWYER, President
darndt@arcsurveyors.com
9043848377

5202 San Juan Avenue
Jacksonville, Florida 32210
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John Sawyer
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United States

Past Performance

☒
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9043848377

5202 San Juan Avenue
Jacksonville, Florida 32210
United States

Frank Sawyer
darndt@arcsurveyors.com
9043848377

5202 San Juan Avenue
Jacksonville, Florida 32210
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541370	Surveying And Mapping (Except Geophysical) Services
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	423490	Other Professional Equipment And Supplies Merchant Wholesalers
	532411	Commercial Air, Rail, And Water Transportation Equipment Rental And Leasing
	541360	Geophysical Surveying And Mapping Services

Product and Service Codes

PSC	PSC Name
7642	Hydrographic Maps, Charts And Geodetic Products
7643	Topographic Maps, Charts And Geodetic Products
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,500,000.00	30

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
..	..

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



AMBIENT TECHNOLOGIES, INC.

Unique Entity ID E79LZAJJ6GM7	CAGE / NCAGE 02FS4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 24, 2024	
Physical Address 5709 1ST AVE S Saint Petersburg, Florida 33707-1705 United States	Mailing Address 5709 First AVE South St Petersburg, Florida 33707-1008 United States	

Business Information

Doing Business as (blank)	Division Name Ati Companies Llc, Geoview Inc	Division Number (blank)
Congressional District Florida 13	State / Country of Incorporation Florida / United States	URL www.ambienttech.com

Registration Dates

Activation Date Sep 1, 2023	Submission Date Aug 25, 2023	Initial Registration Date Mar 22, 2002
---------------------------------------	--	--

Entity Dates

Entity Start Date Feb 24, 1986	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure		

Socio-Economic Types

- Minority-Owned Business
- Self Certified Small Disadvantaged Business
- DOT Certified DBE
- Hispanic American Owned

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 02FS4

Points of Contact

Electronic Business

☒ Carlos R Lemos, President	5709 First AVE South St Petersburg, Florida 33707 United States
Anne LEMOS, Vice President	4610 Central Avenue Saint Petersburg, Florida 33711 United States

Government Business

☒ Carlos R Lemos, President	5709 First AVE South St Petersburg, Florida 33707 United States
Anne LEMOS, Vice President	4610 Central Avenue Saint Petersburg, Florida 33711 United States

Service Classifications

NAICS Codes

Primary Yes	NAICS Codes	NAICS Title
	541360	Geophysical Surveying And Mapping Services
	221310	Water Supply And Irrigation Systems
	237110	Water And Sewer Line And Related Structures Construction
	238910	Site Preparation Contractors
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562910	Remediation Services

Product and Service Codes

PSC F999	PSC Name Other Environmental Services
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Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
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States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



FLORIDA ACQUISITION & APPRAISAL, INC.

Unique Entity ID KHGNZ6CZCHF3	CAGE / NCAGE 4RKU4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 20, 2024	
Physical Address 410 S Ware BLVD STE 700 Tampa, Florida 33619-4446 United States	Mailing Address PO Box 89007 Tampa, Florida 33689 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 16	State / Country of Incorporation Florida / United States	URL http://www.flaa.com

Registration Dates

Activation Date Aug 28, 2023	Submission Date Aug 21, 2023	Initial Registration Date May 15, 2007
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Entity Dates

Entity Start Date Jul 28, 1995	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	4RKU4

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****4387	(blank)
Financial Institution	Account Number	
TRUIST BANK	****49781668	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8778821195	(blank)	(blank)
Fax		
(blank)		

Remittance Address

FLORIDA ACQUISITION & APPRAISAL, INC.
410 S Ware BLVD
Suite 700
Tampa, Florida 33619
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****1947	Applicable Federal Tax	FLORIDA ACQUISITION & APPRAISAL INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	President	Aug 21, 2023
Address	Signature	
410 S Ware BLVD Tampa, Florida 33619	John J Curatelli Jr	

Points of Contact

Accounts Receivable POC

✘
Bill Allen

8132416354

Electronic Business

David Montalvo
 busvendor@flaa.com
 8132416354

410 Ware BLVD
 Suite 700
 Tampa, Florida 33619
 United States

Jana Palova
 jpalova@flaa.com
 8132416354

410 S Ware BLVD
 Suite 700
 Tampa, Florida 33619
 United States

Government Business

David Montalvo
 busvendor@flaa.com
 8132416354

410 Ware BLVD
 Suite 700
 Tampa, Florida 33619
 United States

Jana Palova
 jpalova@flaa.com
 8132416354

410 S Ware BLVD
 Suite 700
 Tampa, Florida 33619
 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	486990	All Other Pipeline Transportation
	488190	Other Support Activities For Air Transportation
	488490	Other Support Activities For Road Transportation
	488999	All Other Support Activities For Transportation
	531210	Offices Of Real Estate Agents And Brokers
	531312	Nonresidential Property Managers
	531320	Offices Of Real Estate Appraisers
	531390	Other Activities Related To Real Estate
	541191	Title Abstract And Settlement Offices
	541618	Other Management Consulting Services
	541990	All Other Professional, Scientific, And Technical Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$1,800,000.00
 Number of Employees (in accordance with 13 CFR 121) 41

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)
 Number of Employees (in accordance with 13 CFR 121) (blank)

Industry-Specific

Barrels Capacity (blank) Megawatt Hours (blank) Total Assets (blank)

Electronic Data Interchange (EDI) Information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Florida

North Carolina

Counties

(blank)

Metropolitan Statistical Areas

(blank)

MADRID ENGINEERING GROUP, INC.

Unique Entity ID NTZ3J6XSET47	CAGE / NCAGE 1BVX8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 9, 2024	
Physical Address 2030 State Road 60 E Bartow, Florida 33830-4268 United States	Mailing Address 2030 State Road 60 East Bartow, Florida 33830-4642 United States	

Business Information

Doing Business as MADRID ENGINEERING GROUP INC	Division Name N/a	Division Number (blank)
Congressional District Florida 18	State / Country of Incorporation Florida / United States	URL http://www.madridengineering.com

Registration Dates		
Activation Date Feb 13, 2023	Submission Date Feb 9, 2023	Initial Registration Date Jul 18, 2001

Entity Dates	
Entity Start Date Dec 22, 1992	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business
Economically Disadvantaged Women Owned
Small Business
Women-Owned Small Business
Women-Owned Business

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	1BVX8

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****3407	(blank)
Financial Institution	Account Number	
CITIZENS BANK AND TRUST	****04601	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8635339007	(blank)	(blank)
Fax		
(blank)		

Remittance Address

MADRID ENGINEERING GROUP, INC
2030 Highway 60 East
Bartow, Florida 33830
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****6722	Applicable Federal Tax	MADRID ENGINEERING GROUP INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	President	Feb 9, 2023
Address	Signature	
2030 State RD 60 E	Sheila Tarte	
Bartow, Florida 33830		

✎
Niza Maul, Accounting Manager
niza.maul@madridcpwg.com
8635339007

Electronic Business

✎
Sheila Tarte, President
sheila.tarte@madridcpwg.com
8133823460

2030 State Road 60 East
Bartow, Florida 33830
United States

JOHN DELASHAW
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8635339007

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United States

Government Business

✎
Sheila Tarte, President
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8133823460

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Past Performance

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Bartow, Florida 33830
United States

JOHN DELASHAW
jdelashaw@madridengineering.com
8635339007

2030 State Road 60 East
Bartow, Florida 33830
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541380	Testing Laboratories And Services
	541620	Environmental Consulting Services

Product and Service Codes

PSC	PSC Name
AS14	R&D- Modal Transportation: Air (Engineering Development)
B519	Special Studies/Analysis- Geotechnical
C1KA	Architect And Engineering- Construction: Dams
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LB	Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways
C1LZ	Architect And Engineering- Construction: Parking Facilities
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
7220	Architect And Engineering- General: Structural Engineering
H956	Other Quality Control, Testing, And Inspection- Construction And Building Materials

Size Metrics

(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) **\$550,000.00** Number of Employees (in accordance with 13 CFR 121) **46**

Location

Annual Receipts (in accordance with 13 CFR 121) **\$550,000.00** Number of Employees (in accordance with 13 CFR 121) **46**

Industry-Specific

Barrels Capacity **(blank)** Megawatt Hours **(blank)** Total Assets **(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.
No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Florida

Counties
(blank)

Metropolitan Statistical Areas
(blank)

PACE ANALYTICAL SERVICES, LLC

Unique Entity ID Q22QFB1HNMD3	CAGE / NCAGE 1BSD0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 6, 2024	
Physical Address 1800 Elm ST SE Minneapolis, Minnesota 55414-2500 United States	Mailing Address 1800 Elm Street SE Minneapolis, Minnesota 55414-2500 United States	

Business Information

Doing Business as Pace Analytical	Division Name (blank)	Division Number (blank)
Congressional District Minnesota 05	State / Country of Incorporation Minnesota / United States	URL http://www.pacelabs.com

Registration Dates

Activation Date Jan 6, 2023	Submission Date Jan 6, 2023	Initial Registration Date Apr 9, 2002
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Entity Dates

Entity Start Date Aug 3, 1978	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Limited Liability Company
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	1BSD0

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****0019	684056
Financial Institution	Account Number	
JPMORGAN CHASE BANK, NA	****8081	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
6126076414	account.receivables@pacelabs.com	(blank)

Fax
(blank)

Remittance Address

PACE ANALYTICAL SERVICES, LLC
PO Box 684056
Chicago, Illinois 60695
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****1617	Applicable Federal Tax	PACE ANALYTICAL SERVICES LLC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2021	Nisheet Gupta	Jan 6, 2023
Address	Signature	
1800 Elm ST SE	Nisheet Gupta	
Minneapolis, Minnesota 55414		

Points of Contact

Accounts Receivable POC
David Hancock

Electronic Business

⌘
 John Williams
 john.williams@pacelabs.com
 9135797356

1800 Elm Street SE
 Minneapolis, Minnesota 55414
 United States

Greg Whitman
 greg.whitman@pacelabs.com
 6126071700

1800 Elm Street
 Minneapolis, Minnesota 55414
 United States

Government Business

⌘
 John Williams
 john.williams@pacelabs.com
 9135797356

1800 Elm Street SE
 Minneapolis, Minnesota 55414
 United States

Dan Wright
 dwright@shealylab.com
 8032272701

106 Vantage Point Drive
 West Columbia, South Carolina 29172
 United States

Past Performance

⌘
 Greg Whitman
 greg.whitman@pacelabs.com
 7045744093

1800 Elm Street
 Minneapolis, Minnesota 55414
 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541380	Testing Laboratories And Services

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$425,228,000.00	4200

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



THE DREDGING PROFESSOR LLC

Unique Entity ID ZBT3GL39W8U4	CAGE / NCAGE (blank)	Purpose of Registration All Awards
Registration Status Submitted Registration	Expiration Date Aug 2, 2024	
Physical Address 6354 Koosa DR Marion, Mississippi 39342-9458 United States	Mailing Address PO Box 295 Marion, Mississippi 39342 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Mississippi 03	State / Country of Incorporation Mississippi / United States	URL (blank)

Registration Dates

Activation Date (blank)	Submission Date Aug 3, 2023	Initial Registration Date Aug 3, 2023
-----------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jul 22, 2021	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Aug 03, 2023 06:20:17 PM CDT

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Sole Proprietorship	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****9158	Applicable Federal Tax	Donald F Hayes
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2023	Manager	Aug 3, 2023
Address	Signature	
6354 Koosa DR	DONALD HAYES	
Marion, Mississippi 39342		

Points of Contact

Accounts Receivable POC

☒
 DONALD HAYES
 DONALD.HAYES@GMAIL.COM
 3372120127

Electronic Business

☒
 DONALD HAYES
 DONALD.HAYES@GMAIL.COM
 3372120127

PO Box 295
 Marion, Mississippi 39342
 United States

Government Business

☒
 DONALD HAYES
 DONALD.HAYES@GMAIL.COM
 3372120127

PO Box 295
 Marion, Mississippi 39342
 United States

Sole Proprietorship POC

☒
 DONALD HAYES
 DONALD.HAYES@GMAIL.COM
 3372120127

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541620	Environmental Consulting Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$200,000.00	1

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



THE VALERIN GROUP, INC.

Unique Entity ID NT2LENKPL566	CAGE / NCAGE 4SV32	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 26, 2024	
Physical Address 3903 Northdale BLVD STE 100E Tampa, Florida 33624-1862 United States	Mailing Address 13014 North Dale Mabry Highway #820 Tampa, Florida 33618-2808 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 15	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Oct 6, 2023	Submission Date Sep 27, 2023	Initial Registration Date Jun 25, 2007
---------------------------------------	--	--

Entity Dates

Entity Start Date Aug 1, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 22nd day of May, 2023

AECOM Technical Services, Inc.

(Name of Organization)

Authorized Signatory

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

) ss

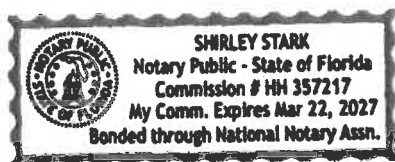
COUNTY OF Broward)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23rd day of May, 2023.

[Handwritten Signature: Shirley Stark]
Notary Public/Signature

My Commission Expires: 3/22/2027



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8th day of May, 2023

Arc Surveying & Mapping, Inc.

(Name of Organization)

Frank J. Sawyer, President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF DUVAL)

) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

[Handwritten Signature]
Notary Public Signature

My Commission Expires: 09/06/2026



DOREEN SUE ARNDT
Notary Public
State of Florida
Comm# HH309221
Expires 9/6/2026

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8 day of May, 2023

Ambient Technologies, Inc.

(Name of Organization)

VP of Marketing

(Title of Person Signing)

Albert F. Rodriguez

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

) ss

COUNTY OF Pinellas)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

Ch Van Nui
Notary Public Signature



My Commission Expires:

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 17 day of May, 2023

Florida Acquisition & Appraisal, Inc.

(Name of Organization)

President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

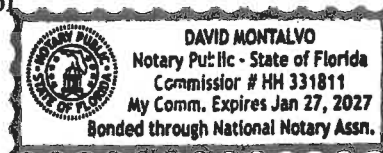
STATE OF Florida)

COUNTY OF Hillsborough) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 17th day of May 2023

[Handwritten Signature]
Notary Public Signature



My Commission Expires: January 27, 2027

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10 day of May, 2023

Madrid Engineering Group d/b/a Madrid CPWG

(Name of Organization)

Principal

(Title of Person Signing)

Shil Jax

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

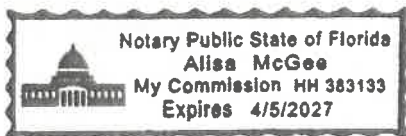
COUNTY OF Hillsborough) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of May, 2023.

Alisa McGee
Notary Public Signature

My Commission Expires: 4/5/27



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 11 day of MAY, 2023

Pace Analytical Services, LLC

(Name of Organization)

David M. Chaffman, Director of Sales

(Title of Person Signing)

[Handwritten signature in blue ink]

(Signature)

ACKNOWLEDGEMENT

STATE OF Florida)

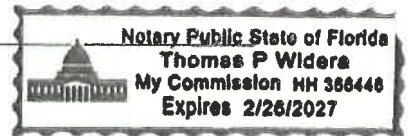
COUNTY OF Volusia) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 11 day of MAY, 2023.

[Handwritten signature: Thomas P. Widera]
Notary Public Signature

My Commission Expires: 2/26/2027



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10 day of May, 2023

The Dredging Professor LLC

(Name of Organization)

Donald F. Hayes

(Title of Person Signing)

Donald F. Hayes

(Signature)

ACKNOWLEDGEMENT

STATE OF Miss)

) ss

COUNTY OF Lauderdale)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of May, 2023.

[Signature]
Notary Public Signature

My Commission Expires: 05/21/23



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8th day of May, 2023

The Valerin Group, Inc.

(Name of Organization)

Valerie Ciudad-Real

(Title of Person Signing)

Valerie Ciudad-Real

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of May, 2023.

Brittany A. Bisacca
Notary Public Signature

My Commission Expires: December 20, 2026



BRITTANY A. BISACCA
Commission # HH 343264
Expires December 20, 2026

**DRUG-FREE
WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
AECOM Technical Services, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Daniel J. Levy, PG | Authorized Signatory
Bidder's Signature



May 22, 2023
Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Arc Surveying & Mapping, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

May 8, 2023


Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Ambient Technologies, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/8/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Florida Acquisition & Appraisal, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/17/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Madrid Engineering Group d/b/a Madrid CPWG does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/10/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Pace Analytical Services, LLC

does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

05/11/23
Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Dredging Professor LLC does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

5/10/2023

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Valerin Group, Inc. does:

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 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 bid, 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 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

May 8, 2023

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name: AECOM Technical Services, Inc.

* Street 1: 212 East Main Street Street 2: _____

* City: Bartow State: FL: Florida Zip: 33830

Congressional District, if known: _____

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____
---	---

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
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10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

* Signature: _____

* Name: Prefix _____ * First Name Dani Middle Name J.
 * Last Name Levy Suffix _____

Title: Authorized Signatory Telephone No.: 305.519.1194 Date: 05/22/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Arc Surveying & Mapping, Inc. * Street 1: 5202 San Juan Avenue Street 2: _____ * City: Jacksonville State: FL: Florida Zip: 32210 Congressional District, if known: 4		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: _____ * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known: _____		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name [Redacted] Middle Name _____ * Last Name [Redacted] Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name [Redacted] Middle Name _____ * Last Name [Redacted] Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: [Redacted Signature] * Name: Prefix _____ * First Name Frank Middle Name _____ * Last Name Sawyer Suffix _____ Title: President Telephone No.: 904-384-8377 Date: 05/08/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/>		
* Name: Arc Surveying & Mapping, Inc. * Street 1: 5202 San Juan Avenue Street 2: _____ * City: Jacksonville State: FL: Florida Zip: 32210 Congressional District, if known: 4		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: _____ * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known: _____		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: _____ * Name: Prefix: _____ * First Name: Frank Middle Name: _____ * Last Name: Sawyer Suffix: _____ Title: President Telephone No.: 904-384-8377 Date: 05/08/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: Ambient Technologies, Inc. * Street 1: 5709 First Avenue South Street 2: _____ * City: St. Petersburg State: FL: Florida Zip: 33870 Congressional District, if known: 13th		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: _____ * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known: _____		
6. * Federal Department/Agency: N/A	7. * Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: N/A Middle Name: _____ * Last Name: N/A Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: N/A Middle Name: _____ * Last Name: N/A Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix: _____ First Name: Robert Middle Name: Franklin * Last Name: Rodriguez Suffix: _____ Title: Vice President of Marketing Telephone No.: 727-328-0268 Date: 05/09/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

Deep

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee Tier if known:

* Name: Florida Acquisition & Appraisal, Inc

* Street 1: 410 South Waze Boulevard Street 2: _____

* City: Tampa State: FL: Florida Zip: 33619

Congressional District, if known: _____

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name: AECOM Technical Services, Inc.

* Street 1: 212 East Main Street Street 2: _____

* City: Bartow State: FL: Florida Zip: 33830

Congressional District, if known: _____

6. * Federal Department/Agency:	7. * Federal Program Name/Description:
_____	_____
	CFDA Number, if applicable: _____

8. Federal Action Number, if known:	9. Award Amount, if known:
_____	\$ _____

10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

b. Individual Performing Services (including address if different from No. 10a)


Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

* Street 1 _____ Street 2 _____

* City _____ State _____ Zip _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: 

* Name: Prefix _____ * First Name John Middle Name J.

* Last Name Curatelli Suffix Jr.

Title: President Telephone No.: 813.241.6354 Date: 05/17/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> SubAwardee <input checked="" type="checkbox"/> * Name: Madrid Engineering Group, Inc , dba Madrid CPWG * Street 1: 2030 SR 60 East Street 2: _____ * City: Bartow State: FL Zip: 33830 Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: _____ _____		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. a. _____ b. _____ * Signature: _____ * Name: Prefix _____ * First Name JOHN Middle Name _____ * Last Name DELASHAW PRINCIPAL Suffix _____		
Title: _____	Telephone No.: 813-731-3498	Date: 07/27/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352


Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a bid/offer/application <input checked="" type="checkbox"/> b initial award <input type="checkbox"/> c post-award	3. * Report Type: <input checked="" type="checkbox"/> a initial filing <input type="checkbox"/> b material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name Pace Analytical Services, LLC * Street 1 8 East Tower Circle Street 2 * City Ormond Beach State FL: Florida Zip 32174 Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name AECOM Technical Services, Inc. * Street 1 212 East Main Street Street 2 * City Bartow State FL: Florida Zip 33830 Congressional District, if known:		
6. * Federal Department/Agency: N/A	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: David Chaffman * Name: Prefix * First Name David Middle Name * Last Name Chaffman Suffix Title: Director of Sales Telephone No.: 386.672.5668 Date: 05/22/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
FORM NOT APPLICABLE Madrid Engineering Group, Inc. (Madrid) and staff members are not involved in lobbying activities.		
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: Madrid Engineering Group, Inc, dba Madrid CPWG * Street 1: 2030 SR 60 East Street 2: _____ * City: Bartow State: FL Zip: 33830 Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
a.  b. _____		
* Signature: _____		
* Name: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____		
Title: _____	Telephone No.: 813-731-3498	Date: _____

see 7/15/04 form

 John Delashaw/Principal
SIGN / PRINT / TITLE (President / VP / Principal)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee Tier if known:

* Name: The Dredging Professor LLC
* Street 1: PO Box 205 Street 2:
* City: Marion State: MS: Mississippi Zip: 39342
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name: AECOM Technical Services, Inc.
* Street 1: 212 East Main Street Street 2:
* City: Bartow State: Zip: 33830
Congressional District, if known:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

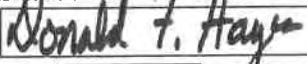
10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: 
* Name: Prefix * First Name Donald Middle Name
* Last Name Hayes Suffix
Title: President, The Dredging Professor LLC Telephone No.: 337-212-0127 Date: 05/10/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

As a federal agency, U.S. Army Corps of Engineers, Engineering Research and Development Center cannot subjugate itself to a state or municipal entity and are unable to legally sign this form.


1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text" value="MS: Mississippi"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name <input type="text" value="AECOM Technical Services, Inc."/> * Street 1 <input type="text" value="212 East Main Street"/> Street 2 <input type="text"/> * City <input type="text" value="Bartow"/> State <input type="text" value="FL: Florida"/> Zip <input type="text" value="33830"/> Congressional District, if known: <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
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Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: The Valerin Group, Inc. * Street 1: 3903 Nothdale Boulevard, Suite 100E Street 2: <input type="text"/> * City: Tampa State: FL: Florida Zip: 33624 Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 Is Subawardee, Enter Name and Address of Prime: * Name: AECOM Technical Services, Inc. * Street 1: 212 East Main Street Street 2: <input type="text"/> * City: Bartow State: FL: Florida Zip: 33830 Congressional District, if known: <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
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Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

AMBIENT TECHNOLOGIES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541360, 541620, 561990

Samuel Febres

***Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation***



ATTACHMENT 7

ANNIVERSARY DATE – Annually on August 25

The Florida Department of Transportation (Department) has certified, AMBIENT TECHNOLOGIES INC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Equal Opportunity Office

Florida Department of Transportation

Construction, Maintenance, & Other Contractual Services

Small Business Detail for: AMBIENT TECHNOLOGIES, INC.

AMBIENT
TECHNOLOGIES, INC.
4610 Central Avenue

727-328-0268
albert@ambienttech.com

St. Petersburg, FL 33711 *DBE
Albert Rodriguez

Activities or Specialty Areas: Structures Foundations
, Temporary Erosion Control , Drafting/CADD Services ,
Environmental Consulting Services , Economic Consultant
Services , Mitigation Services

Counties of Interest: ALACHUA , BAKER , BAY ,
BREVARD , Bradford , BROWARD , CALHOUN ,
Charlotte , CITRUS , CLAY , COLLIER , COLUMBIA ,
DESOTO , DIXIE , DUVAL , ESCAMBIA , FLAGLER ,
FRANKLIN , GADSDEN , GILCHRIST , GLADES , GULF
, HAMILTON , HARDEE , HENDRY , HERNANDO ,
HIGHLANDS , HILLSBOROUGH , HOLMES , INDIAN
RIVER , JACKSON , JEFFERSON , LAFAYETTE , LAKE ,
LEE , LEON , LEVY , LIBERTY , MADISON , MANATEE ,
MARION , MARTIN , DADE , MONROE , NASSAU ,
OKALOOSA , OKEECHOBEE , ORANGE , OSCEOLA ,
PALM BEACH , PASCO , PINELLAS , POLK , PUTNAM ,
SANTA ROSA , SARASOTA , SEMINOLE , ST. JOHNS ,
ST. LUCIE , SUMTER , SUWANNEE , TAYLOR , UNION ,
VOLUSIA , WAKULLA , WALTON , WASHINGTON

Note: Listing on this report does not constitute Contractor Prequalification with FDOT. Contractors who wish to become qualified with FDOT in construction work classes should go to http://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm. To verify Contractor Prequalification, please visit <https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx>.

THIS CERTIFIES THAT

Ambient Technologies, Inc.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910; 561990; 541620; 541360; 237110; 541330; 541370

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/31/2022

Issued Date

FL03223

Certificate Number

10/31/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Beatrice Louissaint".

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Florida Department of Transportation Consultant Information

The information contained herein is not the Department's official record.

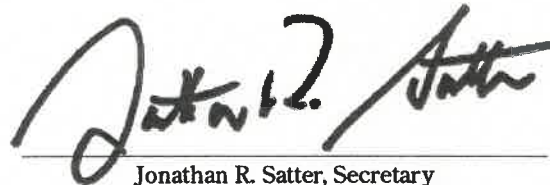
Consultant	Mailing Address	Contact Person	Telephone Number	Unlimited/ Technical	DBE	Small Bus.	Florida	
							Prof	Te
MADRID ENGINEERING GROUP, INC. D/B/A MADRID CPWG	2030 SR 60 E BARTOW, FL 33830	SHEILA TARTE	(863)533-9007	Unlimited	Y	Y		7

State of Florida

Woman Business Certification

The Valerin Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/30/2021 to 09/30/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services

Florida UCP DBE Directory
Vendor Profile

Vendor Name: VALERIN GROUP INC (THE)

Certification: DBE/MBE

Former Name:

Business Description: PUBLIC PARTICIPATION PUBLIC INVOLVEMENT/PUBLIC INFORMATION PUBLIC RELATIONS

Mailing Address:

13014 N DALE MABRY HIGHWAY STE 8
20
TAMPA, FL 33618-

Physical Address:

13014 N DALE MABRY HIGHWAY STE 8
20
TAMPA FL 33618-
District: 07 County: HILLSBORO

Website:

Contact Name: VALERIE CIUDAD-REAL

Phone: (813) 751-0478

Fax: (813) 925-4205

Contact Email: VALERIEC@VALERIN-GROUP.COM

Current DBE Certification: Certified Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541618 - Other Management Consulting Services

541820 - Public Relations Agencies

**INDEMNIFICATION
Consultant**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Applicability: It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

X Agreement is applicable to all contracts, purchase orders, and other work performed for the City of Lakeland for the time period of not more than five (5) years.

7/31/23 to 7/31/28 .
(Date) (Date)

(OR)

Agreement is limited to Purchase Order # or Contract dated .

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability and Workers' Compensation" policies.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof from all claims and liability for additional payment for work previously completed hereunder.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions or limitations of liability, or

to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

AECOM Technical Services, Inc.
Name of Organization

BY: [Signature]
Signature of Owner or Officer

E-mail: dan.levy@aecom.com

305.519.1194
Organization Phone Number

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me by means of physical presence this 31st day of July, 2023.

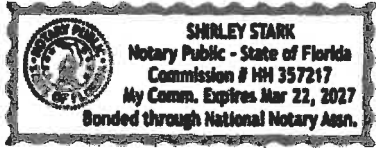
by Daniel J. Levy, PG, of AECOM Technical Services, Inc.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced N/A as
State Driver's License Number

identification, and did / did not X take an oath.

[Signature]
Signature of Person Taking Acknowledgment

Shirley Stark
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKELAND
BY: [Signature]
Joyce Dias, Risk Management & Purchasing Director

DATE 8/23/2023



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 9

DATE (MM/DD/YYYY)
07/27/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUJ-23-24 05 2023	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0533 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D : SEE ACORD 101</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Illinois Union Insurance Co	27960	INSURER D : SEE ACORD 101		INSURER E :		INSURER F :
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INSURER A : ACE American Insurance Company	22667													
INSURER B : N/A	N/A													
INSURER C : Illinois Union Insurance Co	27960													
INSURER D : SEE ACORD 101														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** LOS-002690365-02 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg \$ 1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 023-RFQ-020; Professional Engineering and Environmental Consulting Services (CCNA) for the Lake Bonnet Drainage Basin Flood Hazard and Debris Mitigation Project.

City of Lakeland is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER City of Lakeland 1140 East Parker Street Lakeland, FL 33801	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 <i>Marsh Risk & Insurance Services</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway Suite 700 Tampa, FL 33607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C50710129	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C50710014	ACE American Insurance Company - NAIC # 22667	MA
SCF C50710257	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

Cyber Liability, Carrier: Steadfast Insurance Company, NAIC #: 26387, Policy #: SPR106530305, Policy Term: 12/07/2022 - 10/01/2023, SIR: \$2,500,000; Limit: \$1,000,000

Addendum "E"
Consultant's Negotiated Cost Proposal